PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Housing and Redevelopment Authority in and for the City of Bloomington PHA Code: MN152

PHA Type: ☒ Small ☒ High Performing ☐ Standard ☒ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): ____01/2011_____

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: _____26_____ Number of HCV units: _____525_____

3.0 Submission Type

☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

- Provide Housing for people not adequately served by market rate housing.
- Coordinate efforts to preserve existing neighborhoods.
- Promote development and redevelopment that enhances Bloomington.

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Expand the supply of assisted housing.

- Leverage private or other public funds to create additional housing opportunities.
- Acquire or build units or developments.

Improve the quality of assisted housing.

- Improve public housing management: (Implement changes necessary if PHAS score falls below high performer status)
- Improve voucher management: (Implement changes necessary if SEMAP score falls below high performer status).
- Increase customer satisfaction.
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

Increase assisted housing choices

- Conduct outreach efforts to potential voucher landlords.
- Promote development of affordable rental units.

Provide an improved living environment

- Continue Housing Quality Standards (HQS) inspections to preserve and existing rental units.

Promote self-sufficiency and asset development of assisted households

- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Administer Rental Homes for First-Time Home Buyers program.

Ensure equal opportunity and affirmatively further fair housing.

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

6.0	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. The Section 8 Administrative Plan has been updated to include a termination due to death of single-member household procedure. The Admin Plan and all other required documentation is available for review at the HRA's offices, address below. The annual plan may be obtained at the following locations: Bloomington HRA 1800 W. Old Shakopee Road Bloomington MN 55431 The HRA's website: http://www.ci.bloomington.mn.us/cityhall/commiss/hra/hra.htm#hraage Violence Against Women Act (VAWA) Policy: **See Attached Document A**

7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* The Bloomington HRA has 20 project based units 10 of which provide access to neighborhoods outside of high poverty areas and secure units for larger families. The other 10 are through Cornerstone which is an organization that provides services to men and women who have been victims of domestic violence, and physical abuse. The Bloomington HRA is in the process of applying to HUD to get approval for the voluntary conversion of all 26 public housing units to Section 8 project-based units. The units consist of 20 scattered-site single family homes and 6 townhome units. They HRA will apply for additional tenant-based vouchers to replace the converted public housing units. The HRA will project-base vouchers in the units to preserve the affordability of the units. This action will also eliminate any negative impacts on the residents. **Voluntary Conversion Assessment Activity Description:** 1a. Development Names: Bloomington Scattered Site Public Housing and Lyndale Townhomes. 1b. Development project numbers: MN152000001 1c. Asset Management Project Number: MN152000001P 1d. Units to be converted: All 26 units in the Bloomington HRA's Public Housing Program inventory are included in this voluntary conversion to Section 8. 2. Has the PHA completed the Cost Analysis comparing the costs of continuing to operate the units as public housing to the cost of providing tenant-based assistance? Yes. 3. Has the PHA completed an independent appraisal (market analysis) of the development before and after conversion? Yes 4. Has the PHA completed a rental market analysis of existing conditions to determine the likely success of using tenant-based assistance for the residents of public housing development? Yes. 5. Has the PHA completed an analysis of the likely impacts of the voluntary conversion on the community in which the development is located? Yes. 6. Has the PHA described its conversion implementation plans, included the actions it plans to take to convert the development to transition the residents to tenant based assistance? Yes. 7. Has the PHA consulted with the residents in the development to review the conversion assessment? Yes. Does the PHA have documentation to support the consultation? Yes. **Voluntary Conversion Plan Activity Description:** 1a. Development Name: Bloomington Scattered Site Public Housing and Lyndale Townhomes 1b. Development Project Numbers: MN152000001 1c. Asset Management Project Number: MN152000001P 1d. Units to be converted: All 26 units in the Bloomington HRA's Public Housing Program inventory are included in this voluntary conversion to Section 8. 2. Has the PHA provided information on its plans for the development after the voluntary conversion? Yes. 3. Has the PHA provided an impact analysis on the voluntary conversion of the development on the community? Yes. 4. Has the PHA demonstrated that the voluntary conversion plan accurately describes the findings of the conversion assessment? Yes. 5. Has the PHA consulted with the residents in the development to review the conversion plan? Yes. Does the PHA have documentation to support the consultation? Yes. 6. Has the PHA consulted with appropriate public officials in development the voluntary conversion plan? Yes. Has the PHA acquired the required certification? Yes. 7. Has the PHA confirmed that any proceeds from a conversion activity will be subject to the limitations on the use of these net proceeds found in section 18 of the 1937 Housing Act? Yes. 8. Has the PHA completed a detailed Relocation Plan in accordance with 24 CFR 972.230 (b) as part of its voluntary conversion plan? Not Applicable – the conversion to Project-Based Voucher Rent Assistance will not require any family to move out of their Public Housing unit. 9. Has the PHA summarized how the conversion of these public housing units supports the three conditions necessary for HUD to approve a voluntary conversion pursuant to 24 CFR 972.224? Yes. **Project-Based Vouchers** The HRA has a total of 20 vouchers that have been project-based in specific units in Bloomington. Of the 20, the HRA has ten units designated for victims of domestic violence scattered throughout the City and ten units in a tax credit property located in central Bloomington. The 20 project-based vouchers represent only 4% of the 525 vouchers of our program, and is well within the 20% project-based cap set by HUD.
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit **t**he *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing. **Attached**
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. **Attached**

8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0

Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Maximize the number of affordable units available to the PHA within its current resources by:

- Reduce turnover time for vacated public housing units.
- Maintain or increase housing choice voucher lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction.
- Maintain or increase housing choice voucher lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.
- Maintain or increase housing choice voucher lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program.
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies.

Increase the number of affordable housing units by:

- Leverage affordable housing resources in the community through the creation of mixed-finance housing.
- Pursue housing resources other than public housing or Housing choice voucher-based assistance.

Target available assistance to the elderly:

- Encourage development of assisted housing through redevelopment.

Target available assistance to Families with Disabilities:

- Affirmatively market to local non-profit agencies that assist families with disabilities.
- Encourage new construction of units for the disabled.

Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs.

Conduct activities to affirmatively further fair housing:

- Participate with Hennepin County Consortium to identify barriers to fair housing. Conduct discrimination testing.

Factors that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing.
- Influence of the housing market on PHA programs.
- City of Bloomington Comprehensive Plan.
- City of Bloomington Consolidated Plan.

The Bloomington HRA waiting list identifies the following affordable housing waiting list need:

	Public Housing	Housing Choice Voucher
Waiting List Total	608	917
<=30% AMI	462	779
Between 30% and 50% AMI	123	129
Between 50% and 80% AMI	23	0
Families with Children	607	431
Elderly Families	1	55
Families with Disabilities	79	248
Race/Ethnicity- White	113	223
Race/Ethnicity- Black	449	682
Race/Ethnicity- Asian	28	11
Race/ Ethnicity- Native American	18	34
1BR	n/a	271
2BR	147	499
3BR	461	113
4BR	n/a	23
5BR	n/a	11

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** • The Bloomington HRA will assist extremely low, very low-income and low-income families in Bloomington area to obtain decent and affordable housing by maintaining the waiting list for its tenant-based assistance programs. It will continue to issue vouchers for tenant-based assistance in an efficient and effective manner in order to maximize use of all Federal resources. • The Bloomington HRA will apply for additional Section 8 Housing Choice Vouchers if funding is made available by Congress and HUD. • Continue to develop marketing strategies that promote landlord participation in the Section 8 programs. • Continue to coordinate the Bloomington Rental Housing Collaborative to provide education to landlords and promote participation in Section 8. • Promote affordable housing unit development by providing funding utilizing HRA and/or City resources. • Make available project-based assistance vouchers as a tool in the development of affordable housing when appropriate.
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. The Bloomington Housing & Redevelopment Authority (Bloomington HRA) continues to carry out its mission of assisting low income families to obtain decent, safe and sanitary affordable. The HRA provides over 550 individuals and families with rental assistance subsidies through the Section 8 program and Public Housing Programs. Successful program design and implementation has resulted in efficient use of federal funding. For example, the HRA has utilized Section 8 funding at 99% in the most recent program year. Such performance is reflected in the HRA's SEMAP score. The Bloomington HRA has maintained a high performer SEMAP score since for many years for both the Section 8 and Pubic Housing Programs. In order to expand the choice and supply of affordable housing, the HRA has implemented a number of strategies. For example, the HRA has recently awarded funding to several affordable housing projects in the City of Bloomington. Funding sources for these projects include HRA levy funds, City funds and other Federal programs such as CDBG. Examples of new affordable housing that received HRA has funded include $257,000 to assist in the development of 50 affordable (tax-credit) rental apartments at the Crossings and $200,000 to assist in the purchase and substantial rehabilitation of 50 existing Section 8 project-based townhome units at Blooming Glen. The HRA also owns and operates Public Housing Program consisting of twenty scattered-site units and six townhome units spread throughout Bloomington. With this Plan, the HRA has begun the application process to convert these units to project-based Section 8 to increase their financial stability. The HRA also owns and operates 20 scattered-site single-family homes to assist families make the transition from being a renter to homeownership. The Rental Homes Program for First Time Homebuyers assists eligible families learn the basics of care and upkeep of a home while saving a portion of their rent every month for a down payment on a future home purchase. The HRA continues to ensure equal access and equal opportunity in housing through the administration of all HRA programs. The HRA sponsors an annual Fair Housing training for landlords through its' Rental Collaborative. The HRA is a member of the Fair Housing Implementation Council (FHIC) which coordinates the Regional Analysis of Impediments (AI) to Fair Housing study for several jurisdictions in the metropolitan area. This study results in the identification of barriers to fair housing in the public, private and non-profit sectors. The AI also identifies short and long-term solutions that the FHIC and others can act upon to impact the impediments. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Significant Amendment or Modification to the Annual Plan: A modification or change to the PHA Plan will be considered a "significant amendment" or "substantial deviation/modification" if the modification or change significantly changed the mission of the PHA as stated in 5.1, Mission above, which would impact or change the PHA goals stated in 5.2 Goals and Objectives.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

Attachment A

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. PURPOSE AND APPLICABILITY

THE PURPOSE OF THIS POLICY (HEREIN CALLED "POLICY") IS TO IMPLEMENT THE APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (PUB. L. 109-162) AND MORE GENERALLY TO SET FORTH THE BLOOMINGTON HOUSING AND REDEVELOPMENT AUTHORITY'S (BHRA) POLICIES AND PROCEDURES REGARDING DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING, AS HEREINAFTER DEFINED.

This Policy shall be applicable to the administration by BHRA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by BHRA;

C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

D. Creating and maintaining collaborative arrangements between BHRA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by BHRA; and

E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by BHRA.

III. Other AHA Policies and Procedures

This Policy shall be referenced in and attached to BHRA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of BHRA's Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan for the BHRA's Section 8 Housing Choice Voucher Program. BHRA's annual public housing agency plan shall also contain information concerning BHRA's activities, services or programs relating to domestic violence, dating violence, and stalking.

IV. DEFINITIONS

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking – means -*

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. ADMISSIONS AND SCREENING

A. *Non-Denial of Assistance*. BHRA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. *Mitigation of Disqualifying Information*. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, BHRA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such

as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, BHRA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. BHRA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by BHRA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by BHRA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of BHRA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither BHRA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of BHRA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or BHRA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, BHRA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by BHRA. Leases used for all public housing operated by BHRA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by BHRA, shall contain provisions setting forth the substance of this paragraph.

A. *Requirement for Verification.* The law allows, but does not require, BHRA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., BHRA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by BHRA. Any such incident(s) must have occurred within six months. Section 8 owners or managers receiving rental assistance administered by BHRA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to BHRA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to BHRA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to BHRA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by BHRA, or a Section 8 owner or manager to provide verification, must provide such verification within 10 business days (*i.e.*, 10 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays). Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Administrator of BHRA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Administrator, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to BHRA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of

verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by AHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, BHRA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* BHRA will act upon such an application promptly.

C. *No right to transfer.* BHRA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of BHRA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. *Family rent obligations.* If a family occupying BHRA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by BHRA. In cases where BHRA determines that the family's decision to move was reasonable under the circumstances, BHRA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. COURT ORDERS/FAMILY BREAK-UP

A. *Court orders.* It is BHRA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by BHRA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other BHRA policies regarding family break-up are contained in BHRA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of BHRA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If BHRA staff become aware that an individual assisted by AHA is a victim of domestic violence, dating violence or stalking, BHRA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring BHRA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. BHRA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which BHRA has referral or other cooperative relationships.

XII. NOTIFICATION

BHRA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. AMENDMENT

This policy may be amended from time to time by BHRA as approved by the BHRA Board of Commissioners.

List of Supporting Documents Available for Local Review

(*Applicable to All PHA Plan Types*)

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	Form HUD-50077, *Standard PHA Certifications of Compliance with the PHA Plans and Related Regulations*: *Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual PHA Plans.*	Standard 5-Year and Annual Plans Streamlined 5-Year Plans
	Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*: *Board Resolution to Accompany the Streamlined Annual PHA Plan*, including required PHA certification and assurances for policy and program changes since last Annual Plan.	Streamlined Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5-Year and Annual Plans 5-Year Streamlined Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5-Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments (AI) to Fair Housing Choice); and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Streamlined Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan (TSAP) and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
x	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☒ Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents.☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☒ Check here if included in the Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-Up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary).	Annual Plan: Operations and Maintenance and Community Service and Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP).	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Management and Operations
X	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement/Performance	Annual Plan: Capital Needs

List of Supporting Documents Available for Local Review

(*Applicable to All PHA Plan Types*)

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

Applicable & On Display	Supporting Document	Applicable Plan Component
	and Evaluation Report (form HUD-52837) for the active grant year	
	Most recent CIAP Budget/Progress Report (form HUD-52825) for any active CIAP grant	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See Notice 99-52 (HA).	
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the U.S. Housing Act of 1937, or Section 33 of the U.S. Housing Act of 1937.	Annual Plan: Conversion of Public Housing
X	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section ___ of the Section 8 Administrative Plan).	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs ☒ Check here if included in the public housing A & O Policy.	
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	
	Most recent self-sufficiency (ED/SS, TOP, or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☒ Check here if included in the public housing A & O Policy.	
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Consortium agreements and certifications that agreements are in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint PHA Plans for Consortia
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

BLOOMINGTON HOUSING & REDEVELOPMENT AUTHORITY
In and for THE CITY OF BLOOMINGTON

ADMINISTRATIVE PLAN

SECTION 8 RENT ASSISTANCE

HOUSING CHOICE VOUCHER PROGRAM

September 7, 2010

EQUAL HOUSING OPPORTUNITY

The Bloomington HRA complies with all applicable provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all HRA services, programs, and activities. The HRA has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 as mandated by the U.S. Department of Housing and Urban Development regulations. For information, contact the HRA, 1800 West Old Shakopee Road, Bloomington, MN 55431-3027; (952)563-8733 (Voice); (952)563-8740 (TTY).

Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.

HOUSING AND REDEVELOPMENT AUTHORITY

in and for the City of Bloomington

SECTION 8 EXISTING RENT ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM

ADMINISTRATIVE PLAN

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HOUSING AND REDEVELOPMENT AUTHORITY
in and for the City of Bloomington

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

I. INTRODUCTION

The Bloomington Housing and Redevelopment Authority (HRA) administers the Section 8 Housing Choice Voucher Program with funding from the U. S. Department of Housing and Urban Development (HUD). The following document sets forth procedures and policies for the administration and selection of tenants for the Section 8 Housing Choice Voucher Program (Program).

The Section 8 Housing Choice Voucher Program is an element of the HRA's Action Plan and the HUD Consolidated Plan and as such, play an integral part in meeting the City's assisted housing goals. The housing needs of the present and future citizens of Bloomington have been comprehensively assessed. Goals for assisted housing have been outlined in the Agency Plan.

II. APPLICATIONS/WAITING LISTS

A. Outreach to Families

Housing assistance under the Section 8 Housing Choice Voucher Program will be granted without regard to race, color, religion, sex, age, national origin, sexual orientation, marital or familial status, handicap/disability status, or status with regard to receipt of public assistance.

Special efforts are made through advertising and social service contacts to affirmatively market the rent assistance program. The HRA has adopted an Equal Opportunity Housing Plan (EOHP), which outlines the HRA's efforts. A copy of this plan is attached as Appendix A. An equal opportunity to participate in the Section 8 Rental Assistance program is offered to both owners of accessible rental property and persons with disabilities or special needs. These efforts may include but are not limited to, making program information available in an accessible building; providing an interpreter/aide as needed; utilizing a TTD; making program information available in different languages; for persons who request assistance the HRA will provide information on accessible units.

Rental property owner participation will be encouraged through activities outlined in the EOHP. Marketing of the program may include paid advertisements, newspaper articles, letters, brochures, mailings to real estate agencies and multi-unit owners, notices to clients on current

availability of accessible units and information sessions to encourage owner participation. Information on the Section 8 program is also provided through the Bloomington Rental Housing Collaborative.

B. Applications

To be placed on the HRA's waiting list, an Application To Determine Tenant Eligibility (Application) must be completed. Because demand for rent assistance far exceeds the available Housing Choice Vouchers, applications are not accepted on a continual basis. Rather, applications are accepted periodically. It is from these applications that the HRA's waiting list is established. By limiting when applications are accepted, the HRA is able to maintain a list of households that can reasonably be serviced in approximately one to two years. This procedure has provided the HRA with an ample number of applicants in need of rent assistance and at income levels sufficient to meet HUD's income targeting requirement.

The application procedure begins with the advertisement of the program, consistent with the EOHP. The HRA will then collect names and mailing addresses of interested persons. Names are taken by telephone and TDD**,** generally for a two to three day period of time, or in a manner to be announced. The HRA reserves the right to extend or shorten this period of time.

Applications are then mailed out for completion, along with a program brochure and information on preferences.

A deadline for returning completed applications is established. Any applications returned after the deadline will be determined ineligible for the waiting list. Returned applications are reviewed to determine whether the household is apparently eligible as a family, and is within income guidelines**.** All applicants determined ineligible will be notified in writing of the reason for their ineligibility. All eligible applications will be placed into a lottery as described below in part E. Incomplete applications will be deemed ineligible.

Persons with preferences will be served first. Please refer to Section II E and Appendix C for more information on preferences.

C. Determining Eligibility

Applications are reviewed to determine the family's qualifications under two categories: Definition of family; and income eligibility. The categories are described below:

1. Definition of a Family

For the purposes of program eligibility, a family consists of:

- Two or more persons who are either related by blood, marriage, or adoption, or will sustain a stable family relationship over a period of time by sharing expenses and familial

responsibilities, sharing residency, with all income and resources available to meet the family's needs.

- Single persons who are income eligible, will be admitted.

- An elderly family having a head or spouse or sole member who is at least sixty-two years of age, or is a disabled or a handicapped person, and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

- A remaining member of a tenant family is a single person living alone or intending to live alone who does not qualify as an elderly, handicapped, disabled or displaced person. The remaining member of an assisted tenant family is a family member who remains in the unit when other members of the family have moved out.

- A person currently living in Bloomington displaced by Bloomington Local governmental body or agency action in connection with code enforcement (not including resident caused code violation or eviction). In addition, an applicant will be considered involuntarily displaced if they are victims of hate crimes or witness to a crime and under the recommendation of local police authorities. "Hate Crime" is actual or threatened violence or intimidation of a person or their property because of race, color, religion, sex, national origin, familial status, disability or domestic violence.

- A handicapped person who has a physical or mental handicap which is expected to be of long and indefinite duration and substantially impedes his or her ability to live independently, and is of such a nature that the person's ability to live independently could be improved by more suitable housing.

- A disabled person who has a physical, mental or developmental disability as defined in Sec. 223 of the Social Security Act or has a developmental disability as described as follows. A developmental disability is a severe, chronic disability which:

    1) is attributable to mental and/or physical impairments;
    2) was manifested before the age of 22;
    3) is likely to continue indefinitely;
    4) results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency;
    5) requires special, interdisciplinary, or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated.

2. Income Requirements

The applicant must provide adequate information on their application to show that their income for the twelve-month period following occupancy is not anticipated to exceed the income limits for eligibility as a very low income family. A very low income family is defined by HUD according to family size and has an income at or below 50 percent of the median family income for the metropolitan statistical area (MSA). However, 75% of new admissions must have “extremely low” incomes at or below 30% of the area median income with the exception of applicants displaced by Section 8 project-based action. Other admissions **can** be at or below 50% of the area median income. Income limits for eligibility are established by HUD on an annual basis for the HRA's area of jurisdiction.

No verification of income is required at the time of application. However, the HRA reserves the right to request that an applicant provide this, if necessary, to determine eligibility.

Annual income is the anticipated total annual income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family who is not a minor, and all unearned income of all minors. This includes income of full-time students 18 years of age and older.

When calculating annual income, the fair market value of assets disposed of for less than the fair market value will be counted for two years from the date of disposal (if new on program, or from the date of disclosure if current participant).

The income of a family member confined to a nursing home or hospital on a long term basis will not be included, nor will any deductions be allowed for that person. The family member's name will then be removed from the lease. For a complete definition of income, see Appendix B.

Zero Income - Any adult household member claiming zero income will be required to complete a zero income certificate. When a claim of zero income exceeds three months, the HRA will do a Minnesota wage and hour check in order to determine if there has been any income in the past year.

D. Denial of Assistance

Any applicant determined ineligible through the initial application or subsequent process, will be notified in writing of the HRA determination. An applicant will be given the opportunity to request an informal review, in accordance with the procedures in Appendix E of this document.

The HRA may deny an applicant housing assistance if:

- The applicant has committed any fraud in connection with any federal housing assistance program;

- The applicant has breached a repayment agreement with the Bloomington HRA or another PHA, as described in the federal regulations;

- The applicant currently owes rent or other amounts to the Bloomington HRA or to another PHA in connection with a Section 8 Certificate, Voucher, or Housing Choice Voucher or public housing assistance under the United States Housing Act of 1937;

- The applicant has engaged in drug-related criminal activity or violent criminal activity, including criminal activity by any Family member in the prior 3 years after being released from the most recent incarceration and probation. Drug-related criminal activity is further defined in the federal regulations.

- The applicant or any household member has been evicted from federally assisted housing for drug-related criminal activity.

- Has violated any Family obligation as defined in the federal regulations.

- The family does not submit required evidence of citizenship or eligible immigration status, including providing a Social Security Number for all family members age 6 and older or proof that the family member has not been assigned a number. The family's assistance level will be prorated for any family members who are unable to provide proof of citizenship at time of lease-up. The family's assistance level will remain prorated until proof of citizenship is provided for those members.

- The applicant has been terminated from a previous Section 8 or Public Housing Program in the past 36 months.

- The applicant or family member has been convicted of manufacturing or producing methamphetamine in violation of any federal, state or local law.

- The applicant or family member is subject to a lifetime registration requirement under the State sex offender registration program.

- The applicant or family member has abused or shown a pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

If the Bloomington HRA denies an applicant Housing Assistance, an opportunity for an informal review will be granted according to current regulations as set forth in the HRA's Informal Review Procedure, Appendix E.

Grounds for denial or termination of assistance is further defined in the federal regulations.

E. Establishment of Waiting List & Preferences

The HRA will maintain one waiting list for Section 8 Rent Tenant-Based and Project-Based Assistance and one list for Project-Based units under contract to Cornerstone of Bloomington, MN. The HRA accepts applications at specified times. It is from these applications that the waiting lists are established. Applicants are placed on the waiting list according to Preferences as defined herein and date and time of receipt of the application or by lottery.

All preferences will be accepted as claimed by applicants and will be verified at the time of issuance, based upon current circumstances. The wait list will not be opened until it is estimated that the remaining wait list will be exhausted in six months or less. The current wait list will be exhausted prior to new applicants being served. The wait list will always be open to applicants who meet the definition of Involuntary Displacement.

The HRA will accept applications from all interested persons, up to a maximum of 1,500 applicants to be placed on the waiting list. Once all income eligible applications are received, a lottery will be conducted for a spot on the waiting list. The HRA will inform each applicant if they have won a position on the list or not. Each applicant will be assigned his/her appropriate place on a community-wide basis in sequence based upon their position assigned by the lottery and factors affecting preference or priority established by the HRA's regulations.

Applicants will be selected for assistance based on their qualification for preferences. Applicants with one or more Preference will be prioritized according to their Preference point total. Applicants with the same point total will be further prioritized by the date and order their application was received or by lottery

The HRA must issue the family a Housing Choice Voucher in accordance with the Subsidy Standards in Appendix D, and consistently for all families of like composition.

An ongoing tabulation of Housing Choice Vouchers issued will be maintained by the HRA on the waiting list. This tabulation will contain information indicating date and order the applications were received by the HRA, or the order by which the application was drawn in a lottery, issuance of Housing Choice Vouchers and eligibility for any Preferences.

1. Preferences

Applicants may qualify for a Preference when they complete the Application for Tenant Eligibility form or any time thereafter until assistance is available. To claim a Preference at the time the waiting list is open, the applicant must certify to the HRA in writing that they qualify for one or more preferences.

An applicant who qualifies for any of the Preferences will be issued a Housing Choice Voucher before any other applicant who is not so qualified. If an applicant no longer qualifies for a preference or a preference cannot be verified when assistance is offered, the applicant will be assigned a place on the waiting list based on the time and date the original application was received or by the order in which the application was drawn in a lottery.

Points will be awarded for Preferences as follows:

Involuntary Displacement	2 points
Bloomington Resident	1 point

For a detailed explanation of the preferences and verification process, see Appendix C.

NOTE: In order to meet HUD requirements for admission of extremely low income, persons with local preference but with higher incomes may be passed over until the HUD requirements are met.

F. Updating of Waiting List

On an annual basis, all households on the waiting list will be requested by mail to update their application. Those failing to respond by the deadline specified in the letter will be removed from the waiting list. At the time of an update, or by other notification by the applicant, preference points will be updated to reflect current circumstances.

If an applicant requests a change in household head while on the waiting list, the HRA will require appropriate written verification. Only existing household members may become household head.

III. ISSUING HOUSING CHOICE VOUCHERS

A. General

Families will be notified by letter when their name is at the top of the waiting list. If the family wishes to receive assistance they must respond within ten days. After no response, a letter will be sent informing the applicant their name has been removed from the waiting list.

An applicant who is unable to receive assistance due to temporary medical problem or a binding lease agreement may be placed back on the waiting list until circumstances allow them to move. Third party verification regarding the reason for the delay of assistance, acceptable to the HRA must be presented for the household to be placed back on the waiting list. The applicant will be placed at the bottom of the category in which they qualify, i.e., federal preference, resident, nonresident. If the applicant refused assistance twice, their name will be

taken off the waiting list. When the family is taken off the waiting list, they may reapply for assistance when the HRA is again taking applications.

The HRA reserves the right to request the applicant to complete a new application form if 60 days has elapsed since the original application, or if family circumstances warrant a current application.

Applicant briefings and the issuance of a Housing Choice Voucher will be conducted in group sessions unless the HRA deems it necessary for the briefings to take place in individual sessions.

Once verifications have been received and eligibility has been verified, briefing appointments will be set up with the household to complete an application, verify eligibility, explain program procedures and policies, review tenant responsibilities, determine total tenant payment and provide information on other services available to the family. At the time of the briefing appointment, families will be offered a Housing Choice Voucher.

B. Verification Procedures

Prior to the issuance of a Housing Choice Voucher, third party verification of income, assets, medical expenses, child care costs, disability, handicap, or student status and qualification for any eligible preferences is required. Disclosure of Social Security numbers (SSN) is required for all family members. Individuals who have not been assigned a SSN must make an application for a SSN and disclose it to the HRA when received...

Applicants shall be required to furnish proof of any information listed on the Application when requested by the HRA. Verification of family composition and residence is provided by the applicant's signature on the Application for Tenant Eligibility form and the Certification and Rectification of Tenant Eligibility form. The HRA can at its discretion verify family composition.

Applicants will be required to sign a release of information allowing the HRA to gather information to determine if the applicant and any adult member of the household has committed criminal or drug related criminal activity as described in 24 CFR 982.310 of the regulations. Evidence of such criminal or drug related criminal activity will be grounds for denial of assistance of an applicant, including port-in applicants and participants. The HRA may require applicants be fingerprinted if the initial criminal history search is incomplete and requires additional FBI information.

The HRA will verify the identity of all household members at admission to the program or before being added to an existing program unit. Acceptable verification of identity for adults are: State issued current driver’s license or identification card; US Military ID; US Passport; naturalization or legal non-citizen documents; and/or certificate of birth. Any documentation that does not include a photograph of the adult must be accompanied by an acceptable

document with a photograph. Acceptable verification of identity for children are: certificate of birth, adoption documents, and/or custody agreement.

The HRA will verify the guardianship status of any minor before admission to the program or being added to an existing program unit. Acceptable verification of guardianship status is: documentation of court-ordered guardianship, verification from State or County officials, and/or tax records showing status as a dependent of household head. Absent these documents, the HRA may accept a notarized Certificate of Substitute Caretaker.

Third party or independent verification will be used whenever possible to determine anticipated family income, assets, child care costs, disability, handicap or student status. The HRA has designed forms to be used for this purpose.

If third-party or independent verification is not possible (or not received within 30 days) the HRA will accept documentation received from the applicant/participant. Income can be verified with enough pay stubs to establish a pattern or average. Asset verification can include copies of bank statements, dividend notices, and contracts for deed. Medical expenses can be documented with receipts, pharmacy printouts, or insurance statements. Letters of documentation from consulting physicians or rehabilitation consultants will be acceptable verification of disability or handicap status.

When neither third-party nor hand carried verification can be obtained, the Bloomington HRA will accept a signed statement by the head of household, spouse or other adult member, such documents will be maintained in the file.

An applicant who claims a Preference on their application must provide written verification that the household's current status qualifies them for a Preference at the time the initial application was submitted.

C. Program Information

Information packets and other helpful materials will be given to the family at the briefing session in accordance with federal regulations. Applicants will receive information on the Payment Standard used to calculate rent assistance, subsidy standards, family rent to owner, portability and tenant responsibilities. Portability procedures are further outlined in Section VIII.

Special services will be provided to families that request an interpreter, or who need assistance to understand program requirements. Social workers, counselors, and/or relatives are encouraged to attend the briefing session with the family.

Information on other social services, such as employment training opportunities or area day care providers, will be provided. Referrals will be made at the applicant's request.

It is the participant's responsibility to locate an appropriate rental unit. The HRA may assist elderly or handicapped persons or families with three or more minors experiencing difficulty in locating a unit. Neither in assisting a family in finding a unit, nor by any other action may the HRA directly or indirectly reduce the family's opportunity to choose among the available units in the housing market.

Obligations of the family under the Program will be clearly reviewed with the family at the Housing Choice Voucher briefing and included in the information packet. These obligations are also set forth in the Housing Choice Voucher of Family Participation. A family participating in the Program must:

- Supply any information, certification, release or documentation which the HRA determines necessary in the administration of the program. Any information supplied by the family must be true and complete. This information may be used for a regularly scheduled or interim reexamination of family income and composition in accordance with program requirements.

- Allow the HRA to inspect the dwelling unit at reasonable times and after reasonable notice.

- Notify the HRA before vacating the dwelling unit by providing the HRA with a copy of the Notice to Vacate given to the owner.

- Promptly (within ten working days) give the HRA a copy of any owner eviction notice.

- Use the dwelling unit solely for residence by the family, and as the family's principal place of residence; and shall not assign the lease or transfer the unit.

- Submit required evidence of citizenship status or eligible immigration status.

- Submit Social Security numbers for all family members over age 6 or provide proof that they have not been assigned a number.

- Obtain HRA approval of composition of the family.

- Promptly (within seven working days) inform the HRA of the birth, adoption or court-awarded custody of a child. The family must request HRA approval to add any other family member as an occupant of the unit.

- Promptly (within seven working days) notify the HRA if any family member no longer resides in the unit.

- Obtain HRA approval to add a foster child or a live-in-aide to the unit.

- Not engage in or threaten abuse or violent behavior toward HRA personnel.

- Not own or have any interest in the dwelling unit.

- Not commit any fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

- Not make side payment(s) to the owner for additional rent, services, utilities, garage space, etc, that have not been approved by the HRA.

- Not receive assistance under Section 8 while occupying or receiving assistance for occupancy of any other unit assisted under any Federal housing assistance program.

- Not engage in drug-related criminal activity or violent criminal activity, including criminal activity by any family member. Drug-related and violent criminal activity is further defined in the federal regulations.

- Not commit any serious or repeated violation of the lease.

- Not cause violations of Housing Quality Standards (HQS), including :

  i. Failure to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant.

  ii. Failure to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant.

  iii. Damage to the dwelling unit or premises, beyond ordinary wear and tear, caused by any family member or guest.

A violation of any of the family obligations listed above is grounds for the HRA to terminate assistance.

D. Determination of Unit Size

Each participant shall be issued a Housing Choice Voucher of Family Participation form. This form shall specify the number of bedrooms in accordance with the Subsidy Standards contained in Appendix D. The HRA will permit families, within the following limits, to choose the unit size that best meets their needs.

Housing Choice Voucher holders may select a larger unit than designated on the Housing Choice Voucher but will pay any increased cost, not to exceed 40% of their monthly adjusted income for rent and utilities, as the subsidy and Payment Standard is based on the HRA Subsidy Standards as designated on the Housing Choice Voucher. If the family selects a smaller sized unit there must be at least one sleeping room or living/sleeping room for each two persons in

the household and be acceptable under current Housing Quality Standards. The utility allowance will be based on the actual size of the unit selected.

E. Determination of Family Rent to Owner/Subsidy

If an applicant family is determined to be eligible, an adjusted annual income is used to calculate the Family Rent to Owner. The adjusted income equals the annual income less:

- $480 is deducted for each dependent. A dependent is defined as a member of the family (excluding foster children) and other than the family head or spouse, who is under 18 years of age, is a disabled or handicapped person as defined in Section II.C.1., or 18 years of age or over and also a full-time student. A full-time student is one who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a secondary or vocational school with a diploma or certificate program, as well as an institution offering a college degree.

- $400 is deducted for any elderly, handicapped or disabled family. These household types are defined in Section II.C.

- Medical Expenses in excess of three (3) percent of annual income, and which the family anticipates incurring over the twelve months following the effective date of certification that are not covered by insurance. Examples of medical expenses are dental costs, prescription medicines, medical insurance premiums, eyeglasses, hearing aids and batteries, the cost of a live-in aide and monthly payments required on accumulated major medical bills Over the counter" medical expenses are also eligible for those participants who provide a doctor's statement verifying that the OTC items are medically necessary. These deductions are available to elderly, handicapped, and disabled households only.

- Handicap Assistance Expense in excess of three percent of Annual Income may be deducted for expenses for care attendants and "auxiliary apparatus" if such expenses enable a family member to work and do not exceed the earned income of the household members enabled to work. These expenses are eligible only if they are not paid to a family member nor reimbursed by an outside source.

- Child Care Expenses. This includes amounts anticipated to be paid by the family for the care of children under 13 years of age, and only where such care is necessary to enable a family member to be gainfully employed or to further his/her education, and only such amounts that are not reimbursed through other sources. In cases where weekly child care expenses are different for the school year and school vacations, annual calculations will be based on thirty-nine (39) weeks for the school year and thirteen (13) weeks of school vacation. In cases where child care expenses are on a per month basis, the calculations will be based on a nine (9) month school year and three (3) month school vacation. No child care will be allowed if an adult is home. If an adult is at home, proof of inability of the adult to provide

daycare must be verified by a doctor or social worker. Where child care costs appear excessive, a tax statement will be requested of the child care provider.

The Family Rent to the Owner for the Housing Choice Voucher program is based on a Payment Standard and the actual contract rent for the assisted unit. The Payment Standard is used to determine the amount of housing subsidy that will be paid on behalf of the family. The Housing Assistance Payment is equal to the Payment Standard, less thirty (30) percent of the adjusted monthly income. The Family Rent to the Owner is the difference between the total contract rent and the Housing Assistance Payment. The family cannot pay more than 40% of their monthly adjusted income towards the rent and utilities at the time of initial lease-up.

The Payment Standard for the Bloomington HRA's jurisdiction is reviewed on an annual basis by the HRA and if appropriate, the HRA provides an affordability adjustment. In no event will the Payment Standard be less than eighty (90) percent, nor more than 110% of the published Fair Market Rent as established by HUD or the Bloomington exception rents as approved by HUD. If the Payment Standard changes, the new Payment Standard will be used for existing participants upon recertification, or if a new lease is signed.

Once the Family Rent to Owner is established it will remain in effect until the next scheduled reexamination or until circumstances change, such as new regulations, or a change in family income that warrants an interim rent and/or income review. Once rents have been established for new families or families that are moving, a rent adjustment will not be done until the family has leased. However, after the family is leased, an interim rent change will be done retroactively to prevent a hardship for the family. Interim changes and annual reexaminations are further discussed in Section V.A.

Utility Allowances will be evaluated and adjusted as appropriate each year. A survey of participant usage as well as a survey of utility rates will be used to determine appropriate adjustments based upon a rolling average.

F. Housing Choice Voucher Issuance & Turnover

Housing Choice Vouchers will be issued for an initial period of sixty (60) days. If the HRA determines that the family is making a good faith effort to utilize their voucher and/or market conditions dictate, the HRA may approve up to two 30 day extension (not to exceed 120 days total shopping time). If the Housing Choice Voucher expires and the family has not found an acceptable unit, they must re-apply for Rent Assistance when the HRA is again taking applications**.**

In special cases where the applicant is handicapped or disabled, the Housing Choice Voucher may be extended up to a maximum of 180 days, if the disabled/handicapped applicant requests the extension due to a hardship in locating a unit specifically due to a disability. This request must be issued to the HRA in writing prior to the expiration of the initial 60 day period, or any approved extension.

After the issuance of a Housing Choice Voucher, the family is encouraged to maintain contact with the HRA to learn of the availability of any units. Families requesting help in finding units will be individually counseled.

Upon receipt of the Request for Tenancy Approval Form (RFTA) at the HRA office, the Housing Choice Voucher expiration date will be suspended. If the unit is not approved, the HRA will calculate the number of days of the suspension. The number of days from the return of the RFTA to the day the family was informed of the disapproval of the unit is considered the suspension period. The Housing Choice Voucher expiration date will then be extended for the number of days of the suspension. The total number of shopping days, excluding suspended days, must not exceed 60 days or any approved extension.

IV. SELECTION AND LEASING OF UNIT

A. Submission of Lease Approval Form

A Housing Choice Voucher holder shall be responsible for finding an existing housing unit suitable to the family's needs and desires in any area where the HRA determines that it is not legally barred from entering into contracts. This includes the receiving PHA jurisdiction when the family is participating under the portability guidelines as described in Section VIII. A family may select the dwelling unit which they already occupy if the unit qualifies as an existing housing unit, meets Housing Quality Standards and other requirements under the Rent Assistance Program.

When the family finds a unit suitable to its needs, it must submit a Request For Tenancy Approval (RFTA) form, which has been completed by the building owner or management agent. The RFTA form and a blank copy of the owner's proposed lease is to be submitted to the HRA by the fifteenth of the month before the lease begins.

The HRA provides the owner with a sample lease upon request. A landlord may choose to use this lease or one of his own. If a landlord uses his own lease, a Lease Addendum provided by the HRA must be signed. All leases will be reviewed to determine that no illegal provisions are contained in the proposed lease. Initial lease terms may be less than one year if the HRA determines that housing market conditions are such that the participant may not otherwise be housed.

The HRA shall not approve any lease for a single-family house or townhouse unit that does not include use of the garage as part of the lease and is not included in the rent to owner, unless approved in writing by the HRA. The owner must disclose all charges to the tenant to the HRA.

The HRA shall review the RFTA to determine that the owner is eligible to participate in the program, the unit qualifies, and the lease complies with the program's requirements governing prohibited and required lease provisions and local and state law. To be eligible, the unit must qualify as decent, safe, and sanitary housing under the HQS and meet the occupancy standards and rent reasonableness limits as set forth by the HRA.

If the family is moving to another jurisdiction under the portability guidelines for the Section 8 Rent Assistance Program, the occupancy standards, and Payment Standard is determined by the Receiving PHA. The Request for Tenancy Approval will be forwarded to the Receiving PHA to complete the portability process. Participants porting out of the metro area may bring the RFTA directly to the new administering agency. Portability procedures are further defined in Section VII.

With the information provided on the Request for Tenancy Approval form, a HQS inspection will be done on the unit. If the inspection reveals the unit meets the HQS criteria, the HRA will proceed with the preparation of the HAP Contract and lease. Owners of single-family rental units will be required to complete a signed statement of ownership detailing the owner's responsibilities and the prohibited conditions noted in section H.

If the HRA determines that the unit and/or the lease cannot be approved for any reason, the HRA shall so notify the owner and the family.

The HRA will provide to the landlord, upon authorization of the family, rental history information about that family regarding damages or unpaid rent, and/or evictions during the past three years. The HRA will also provide to the landlord, upon authorization of the family, information in the HRA's possession regarding family tenancy history.

B. Rent Reasonableness

Rent reasonableness is established by the HRA based on an annual rental market study conducted by the HRA and frequent contact with area owners. Documentation of rent reasonableness will be contained in each participant file. The HRA will determine the reasonableness of rent in relation to geographical location, quality, amenities, and the management and maintenance services available in the structure or complex. The HRA may request that a landlord provide copies of rent rolls to assist the HRA in determining rent reasonableness.

The HRA can make recommendations for reasonableness of rent to Housing Choice Voucher holders, based on the participant's unit selection. Each lease disapproved due to rent that is not reasonable will be documented in the participant file.

C. Housing Quality Standards and Unit Inspections

Before approving a lease, the HRA will inspect the unit for compliance with the Federal Housing Quality Standards (HQS) and additional HQS standards adopted by the HRA and approved by HUD. These are established in accordance with the regulations set forth in the federal regulations, and the HUD Inspection Form, for assurance of a decent, safe, and sanitary unit.

If the HRA's inspection reveals that a new unit contains HQS violations, the HRA will notify the owner and the family that the unit may not be leased under the program until all HQS deficiencies are corrected.

If, at recertification or at a special inspection, a current participant's unit fails inspection, the owner will be informed in writing of the defects to be corrected in order for the unit to pass HQS. The notice will describe the deficiencies which are in violation of the HQS and require that the conditions be corrected within the following time periods, based on the nature of the violations:

- If there are serious deficiencies which present an immediate danger to the health and safety of the family, the HRA will require the owner to correct the deficiencies within 24 hours. If the deficiencies occur in a unit already under contract and the owner does not correct the situation, the HRA will abate housing assistance payments and may terminate the Housing Assistance Payments Contract. The HRA will assist families in locating a new unit. If such deficiencies are caused by the family or its' guests, the HRA will require the family to correct the deficiency in no more than 24 hours. Failure by the family to correct the deficiency within 24 hours will result in termination of assistance.

- If there are deficiencies that do not immediately affect the health and safety of the family but are violations of HQS, the HRA will require the owner to correct the deficiencies within a time determined by the HRA (completion date) or the HAP payment will be abated and may terminate the HAP contract.

- If the repairs cannot be done by the completion date, the HRA will, at its sole discretion, assign a new completion date.

- If the repairs are not completed by the completion date, the HRA will abate housing assistance payments and may terminate the Housing Assistance Payments Contract. A 30-day notice will be given.

The HRA will reinspect the unit to ensure all HQS deficiencies have been corrected prior to the execution of an extended or new Housing Assistance Payments Contract.

In addition to Federal Housing Quality Standards, the Bloomington HRA has adopted additional HQS items

- A deadbolt-type lock is required on all entrance doors.

- All rental units and buildings, including single family homes and duplexes must be licensed in accordance with the Bloomington City Code. If a unit is not licensed the HRA will send the owner a rental license application. If the owner fails to make application for a rental license, the HRA will advise the owner they do not have a legal right to lease the unit, and the HRA will recoup any payments made to the owner for the period of time that the unit was not licensed by the Bloomington Licensing Department.

- All painted surfaces must be free of significant defects.

- In each room, there will be at least one exterior window that can be opened and that contains a screen.

- In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption, or comply with Minnesota State Metering Law.

The following items may not be recorded as HQS violations, but are examples of items the HRA will request the owner to address. These repairs will not be required but will be recommended. By requesting repairs of a minor nature, the HRA is attempting to maintain quality housing stock throughout the City of Bloomington.

Sanitary Facilities

- Dripping faucets in kitchen or bathroom
- Missing or broken drain stopper in sinks or bathtub
- Deteriorated grouting around bathtub and fixtures
- Slow drain in sinks or bathtub
- Broken or missing shower curtain rod
- "Running" toilet
- Cracked toilet seat
- Bathroom sink loosened from wall
- Uncaulked or unsealed openings around pipes that penetrate walls

Food Preparation Area

- Stove fan or kitchen vent not in working order
- Refrigerator with damaged or missing parts
- Inoperable dishwasher or garbage disposal

Safety and Security

- Missing doors (other than entry and bathroom)

- Closet doors "off the tracks" and/or difficult to operate
- Missing globes on ceiling lights

Thermal Environment

- Air conditioner not in working order
- Cover panels missing from hot water baseboard heating vents which would not cause injury

Windows, Walls, and Ceilings

- Window panes with minor cracks
- Water stained walls and ceilings, with no evidence of wet or loose plaster.
- No screens or screens that are torn or ill-fitting

Fixtures and Flooring

- Cracked shelving, drawers or cabinet doors
- Stained or worn carpeting
- Chipped tile or damaged flooring that is not a serious tripping hazard

Exterior

- Inadequate drainage causing potential hazards
- Nuisances which may become a hazard or violate City ordinances

D. Quality Control Inspections

In order to ensure that inspectors are adhering to Housing Quality Standards and are providing consistent determinations, the HRA will review a sample of the completed inspections. Quality Control inspections will be done on a random five (5) percent of the new and renewed units under contract each month to ensure the uniform interpretation of the HQS. Quality Control inspections will be done according to HUD guidelines. Inspections will be conducted by person(s) other than the original inspector.

E. Security Deposits

Families are responsible for paying the security deposit and any required utility deposits. (See Section VII.A.)

The deposit in the Housing Choice Voucher program for a newly leased unit is limited to an amount not to exceed the lesser of security deposits in the prevailing private market practice, or the amount of deposit for the owner's unassisted units which have the same rent amount.

For families leasing in place, the owner may retain the original deposit collected prior to the family's participation on the program. The excess amount collected does not have to be re-funded until the family vacates the unit, subject to the lease terms.

When a participant vacates a unit owing no rent or other charges, or if the amount owed is less than the amount of the security deposit, the owner shall refund the full amount or the unused balance, plus interest as prescribed by state law. The deposit amount, plus interest must be returned or a written explanation as to why it was kept must be received by the family within 21 days from the end of tenancy provided the tenant has given the landlord a forwarding address.

F. Payments to Owners

When a unit has passed inspection and a lease and HAP executed, the HRA will process payment to the landlord. Computations and an itemization of Family Rent to Owner and Housing Assistance Payments (HAP) for all current rent assistance participants are computed and maintained by the HRA. Payments are then transmitted to the City's Finance Division.

HAP checks are printed by the City's Information System, based on information submitted by the Finance Division. The Finance Division reviews the checks against a prepared pay list. Checks are sent out by month-end so that owners receive rent assistance payments as close to the first of the month as possible.

Owners may assess late fees to the HRA in accordance with state or local law. It must be the owner’s practice to charge such penalties for assisted and unassisted tenants, and the owner must charge such penalties against the tenant for late payment of Family Rent to Owner. The HRA will only pay late charges for the HRA’s portion of the rent. The HRA will only pay upon written request of the owner.

G. Discrimination

Families encountering apparent discrimination in their search for suitable housing are informed of the appropriate resources for assistance in filing a complaint. The HRA will help process all apparent discrimination claims and provide support to the families involved by referral to appropriate agencies, including the Human Rights Commission for the City of Bloomington, the Minnesota Dept. of Human Rights, and the Fair Housing Division of the HUD Area Office. A detailed Housing Discrimination complaint procedure is included with the information packets provided at the briefing.

H. HRA Disapproval of Owner

The HRA must deny approval of an owner (including a principal or other interested party) for any of the conditions set forth in the federal regulations. The HRA will not approve a lease from an owner if the HRA obtains or is supplied with information or documentation confirming any of the following conditions:

1. Directed by HUD to disapprove an owner. Including if federal administrative or judicial action is pending against the owner for violation the Fair Housing Act or other federal equal opportunity requirements; or a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

2. The owner has not paid a significant portion of due State or local real estate taxes.

3. The owner has committed fraud, bribery or other corrupt or criminal act in connection with any federal housing program.

4. The owner has engaged in any drug related activity or any violent criminal activity.

5. The owner has a history of non-compliance with HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

6. The owner has a history or practice of renting units that fail to meet State or local housing codes.

7. The owner has not paid State or local real estate taxes, fines or assessments.

8. The owner has violated obligations under a Housing Assistance Payments (HAP) contract for the Section 8 Program. Including if the owner charges or accepts, from the family or other source, any payment for rent (including garage rent, housing services, and any other charges) that have not been approved by the HRA.

9. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or other person under the control of any member of the household that:

    a. Threatens the right to peaceful enjoyment of the premises by other residents;
    b. Threatens the health or safety of other residents, of employees of the HRA, or of owner employees or other persons engaged in management of the housing;
    c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or;

d. Has engaged in any drug related activity or any violent criminal activity.

10. The owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HRA has determined (and has notified the owner) that approving rental of the unit, not withstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

11. The owner is an occupant or has occupied the assisted unit for any period of time while receiving HAP payments on behalf of the family.

The HRA will require prospective owners to disclose ownership information if the HRA determines it is necessary prior to approval or disapproval of the owner. Nothing in this document or in the federal regulations is intended to give any owner any right to participate in the program.

V. ONGOING OCCUPANCY

A. Reexaminations

An itemized listing of participants indicating the initial execution date of leases and contracts will be used to determine the effective date of the next reexamination. Regulations require income and family circumstances to be reviewed at least once every 12 months. This process will begin at least 90 days prior to the anniversary date of the lease. The annual reexamination process will include an examination of income, family circumstances and composition, medical or child care expenses, as well as re inspection of the unit for continued compliance with Housing Quality Standards. An initial HQS inspection will be conducted if the family is moving to a new unit. Computation of the new Family Rent to Owner, and Housing Assistance Payment will then be made.

If the total number of permanent household members reduces before or at the reexamination, the HRA will apply the appropriate occupancy standards. Any resulting decrease in subsidy will occur at the next reexamination date or move. A permanent household member is defined as a member who resides in the assisted unit at a minimum of 50% of the year, plus one day.

If a family has frequent income changes throughout the year, which makes it difficult to calculate Family Rent to Owner, the HRA has discretion to calculate the rent based on the previous 12 months of income.

Families with zero or minimal (less than $100 per month) reported income will be recertified every 90 days and required to complete a zero income questionnaire/statement. Zero income will be confirmed by sending verifications to last known employers, and income sources, State Wage Data Departments, Social Security Administration, and other public welfare agencies. The HRA will schedule a recertification meeting every 90 days in the HRA office until household

income is no longer zero/minimal. All cash and non-cash contributions to support the household will be considered as household income. Families must provide documentation of household expenses and how the expenses are paid.

All income and assets will be verified by third parties at the time of the reexamination. If a third party verification is not possible, then checking W-2 Forms, or check stubs, viewing checks in payment of pensions, social security, alimony, etc. will be sufficient. All steps or investigations to insure accuracy of income and asset determinations will be made and will be documented in the files of the tenant. Social security amounts may be determined by adding COLA to the last verified amount. If total assets held by the household does not exceed $5,000.00, third-party verification is not required. The household head then must sign a statement verifying assets held by the family do not exceed $5,000.00 total.

If, at the time of a reexamination or an interim review, the HRA determines the Family Rent to Owner equals the full gross rent for the unit, their HAP payment will be zero. The unit however, shall remain under contract for six months unless the family moves. While the Family Rent to Owner is sufficient to pay the full gross rent on the unit, this shall not affect the family's other rights under the lease, nor shall such a determination preclude resumption of payments as a result of subsequent changes in income, rent, or other relevant circumstances within six months from the date of the last HAP payment.

If at the time of recertification, the family's share of rent increases, the effective date of the new rent amount is the anniversary date as noted by the HRA, after reasonable advance notice has been given to the family. In most cases, the HRA will provide at least 30 days notice of the new rent amount prior to the effective date.

Any household failing to respond to the HRA's request for recertification will be given a 30 day termination notice. Reasons for termination would include failure to return required verifications, failure to attend pre-scheduled appointments or failure to keep family obligations (as provided in the federal regulations).

The HRA will re-certify special circumstances or approvals during each annual reexamination after the initial approval, including: Disability status where the disabled individual does not receive SSI, the medical need for a live-in aide, increased bedroom size on voucher to accommodate the storage of prescribed medical equipment, increased Payment Standard to up to 120% to provide reasonable accommodation to a disabled person.

B. Interim Reviews

It is the responsibility of each participating family to report changes in family composition, income or in medical or child care expenses occurring prior to the family's next regular reexamination. Interim reviews will be conducted when:

- a family reports any changes in family size or circumstances

- a decrease in gross income (there will be no reduction in rent due to sanctions in TANF/MFIP)

- an increase in income, but only when an interim rent decrease has been calculated after the most recent reexamination

- increases in medical or daycare expenses that would lower the Family Rent to Owner;

- Or a change occurs in HUD regulations or HRA policies during the term of the lease.

After reporting, an interim rent review resulting in a decrease in Family Rent to Owner will be effective the first of the following month. The reduction may be implemented on a provisional basis prior to completion of verification to prevent undue hardship to the family. Written notice of the redetermination will be sent to the family and the owner. An increase in income will result in an increase in the Family Rent to Owner only if an interim decrease has occurred since the most recent reexamination. The HRA will increase the Family Rent to Owner if a family stops working each year before their annual recertification appointment, then resumes working after effective re-exam date. Thirty day notice will be given prior to any interim rent increase. If money is owed to the client, it will be refunded by increasing the Housing Assistance Payment paid on behalf of the tenant.

Failure to report required changes in income or family status may result in termination from the Program. In the case of previously unreported income, where there is no fraud, and the change results in an increase in the participant's obligation, the HRA will require a repayment agreement to recoup any overpayment made by the HRA.

A family must request authorization from the HRA to add any person(s), other than a child by birth, to the assisted household, if they are expected to be a permanent member or an overnight guest in the household for more than thirty (30) days in a year. Any adult being added to a household is required to attend a briefing session and must sign forms before being added to rent assistance (including a consent to a criminal background check), and all adults must be parties to the lease.

New persons may not be added to the household without the HRA's prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the HRA. The HRA will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit. The voucher size will only be increased for permanent household members in accordance with the HRA's subsidy standards (see Appendix D). A permanent household member is a person who has been approved to be added by the HRA as a result of marriage, birth, formal adoption, court-awarded custody; or has been an HRA approved household member for 12 consecutive months.

The HRA requires documentation to verify the permanent absence of an adult family member before they will be removed from the household. Such documentation to verify the absence is: proof of another home address, including a valid lease or utility bill; valid driver's license with another home address; court issued order for protection; restraining order barring the member from the assisted unit; or documentation of incarceration including length of sentence.

C. Rent Determination

The HRA subsidy payment is determined by locating the appropriate bedroom size and payment standard. The HRA uses the lower of actual bedroom size or the unit size on the Housing Choice Voucher. The greater of the minimum rent of $25 or 30% of the family's monthly adjusted income is subtracted from the payment standard. This is the maximum subsidy.

The family cannot pay more than 40% of their monthly adjusted income toward the rent and utilities at the time of initial lease-up. If the unit selected costs the family more than 40% of their monthly adjusted income, the HRA will not approve the unit. The HRA calculates 40% of the family's monthly adjusted income and then adds the maximum HRA subsidy. This is the maximum "rent and utility limit" for the family. The HRA has established its minimum rent requirement as $50. Any hardship exceptions will be reviewed by staff in accordance to HUD regulations.

The Housing Choice Voucher program does not restrict rent increases after the initial lease term, but any increase in rent must be rent reasonable. The Housing Assistance Payment may be adjusted at the HRA's discretion. At the time of the lease renewal, a family must decide whether they wish to pay any rent increases proposed by the owner, or move to another unit. In the event that a Payment Standard is increased, the Housing Assistance Payment and the Family Rent to Owner will be adjusted at the time of the tenant's reexamination to reflect this change.

D. Assistance

Program participants are encouraged to contact the HRA if problems arise. While not functioning as a social service agency, the HRA does maintain an extensive resource file of the social service network and can readily make referrals. Program participants experiencing difficulties with owners regarding terms of the lease are encouraged to resolve disputes without HRA assistance. However, if a participant cannot resolve a dispute or feels the landlord is not complying with the lease or Contract provisions, the HRA will try to assist in the dispute.

E. Absence From Unit

The family is required to seek approval from the HRA for any household member prior to being absent from the assisted unit for over 30 consecutive days. The HRA will request documentation to verify the need for the absence. In cases such as medical emergency,

hospitalization, or substance abuse treatment , the HRA may approve absences from the unit for over 30 consecutive days, not to exceed 180 consecutive days.

F. Family Break-up

If a family breaks-up, the HRA will determine which family member(s) retain use of the Housing Choice Voucher. In most cases, the HRA will assign the Housing Choice Voucher to the family member who retains custody of any dependent children. However, the HRA will consider the special circumstances of each case of family break-up. Final determination of the assignment of a Housing Choice Voucher will be made by the HRA Administrator, whose decision will be final and binding.

G. Live in Aide

A family that consists of one or more elderly, near-elderly or disabled persons may request that the PHA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities.

A live-in-aide may only reside in the unit with the approval of the PHA. Written verification will be required from a medical provider with knowledge of the family member's needs. The verification provided must certify that a live-in-aide is needed for the care of the family member as described above.

Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live-in aide. The live-in-aide must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA. Therefore, regardless of whether these caregivers spend the night, an additional bedroom should not be approved.

Income of the live-in aide will not be counted for purposes of determining eligibility or amount of housing assistance; Live-in aides must meet citizenship or eligible immigration requirements; Live-in aides are not considered as a remaining member of the participant family and are therefore not entitled to any continued housing assistance if the household member they were aiding no longer participates in the program.

H. Moves with Assistance

The HRA will approve moves by current program participants only once their lease term has been fulfilled. The HRA will consider and approve exceptions to this policy only for clients with special needs and/or circumstances. The tenant or the tenant's representative must supply the HRA with proper documentation to demonstrate the need for an early move. Examples of

circumstances where the HRA would approve an early move include: incidents of domestic violence, death of family member, and/or failure of the unit to meet HQS where the owner is unwilling to make the necessary repairs.

The tenant must provide the HRA with written notice prior to a move. The notice must be received by the HRA no later than the greater of the notice period required in the lease for the tenant's current unit or one full month (one calendar month plus one day) prior to the move date. Failure to provide proper notice will result in the HRA not approving the move or delaying it until the following month.

A move will be denied if any family member owes the HRA, or any other PHA, any sum of money. All repayment agreements must be paid in full before a move will be approved.

I. Guests or Visitors

Program participants are required to report immediately to the HRA any guest or visitor in the household over fourteen (14) days, either in a row or spread out over any twelve (12) month period. The HRA may approve a visitor in the unit not to exceed a total of thirty (30) days within any twelve month period. Any guest or visitor in the unit over thirty (30) days will be considered a permanent household member and must be formally added by the family.

J. Continued Assistance to Immigrant Families

The HRA will not offer continued assistance at full level to program participants when the household contains members of non-eligible immigration status. During the determination of eligibility, the HRA will provide assistance until proper documentation is received. Assistance will be prorated for any families with individual members that cannot provide proper documentation of their legal immigration status.

K. Procedures for Fraud and Abuse

The Bloomington HRA will investigate a program participant only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips -** Referrals from other agencies, companies or persons which are received by mail, telephone or in person which allege that an assisted family is in non-compliance with or otherwise violating program rules will be followed up by staff. The referral must contain at least one item of information that is independently verifiable. A copy of the allegation will be placed in the tenant file.

- **Internal File Review** - If a review of a file reveals information or facts which conflict with previous file data, staff's knowledge of the family, or is in any way discrepant with statements made by the family, a follow-up will be made.

- **Verification or Documentation** - If an independent verification or documentation conflicts with representations in the tenant file (such as credit bureau reports) a follow-up (third-party) will be made. In addition, the HRA will utilize HUD's Enterprise Income Verification (EIV) system to verify a households income and/or true circumstances. The HRA will review the household's EIV report(s) at least annually to ensure that the household is accurately reporting income to the HRA. Any discrepancies will be handled as described below.

1. Handling of Allegations of Possible Abuse and Fraud - All allegations of abuse or fraud from the community and other agencies will be thoroughly documented and placed in the participant's file. All allegations will be evaluated in order to determine if they warrant follow-up. There must be at least one verifiable fact in the allegation. Vague or non-specific allegations will not be followed-up.

With the Blanket Authorization signed by the participant in question, the HRA may make inquiries to employers, other agencies and public records (real estate, marriage, divorce, voter registration, police records, state wage records, utility records and post office records).

At the conclusion of the investigation, the reviewer will report the findings to the HRA Administrator or designee who will determine whether facts support that a violation has occurred.

2. Evaluation of findings - A determination will be made depending upon:

- The type of violation (procedural, non-compliance or fraud)
- Whether the violation was intentional or unintentional
- What amount of money (if any) is owed to the HRA
- Is the family eligible for continued participation

3. Actions for documented violations - The type of violation will determine the procedure taken by the Section 8 staff. Violations shall be classified in the following manner:

a.) Procedural Noncompliance - When a participant fails to observe Bloomington HRA procedures or Section 8 requirements, but does not misrepresent a material fact, and there is not overpayment of housing assistance. Examples are non-cooperation issues include, but are not limited to, failure to appear at a rescheduled appointment; or failure to return recertification documents in specified time period. The following steps will be followed:

A notice will be sent to the family which contains the following:

- A description of the noncompliance, and the procedure, policy or obligation violated.
- The date by which the violation must be corrected, or the procedure complied with in order to avoid termination.
- The action that will be taken by the HRA if there is noncompliance.
- The consequences of repeated (similar) violations. (See VI.BH Notice of Termination.)

b.) Procedural Noncompliance - Overpaid Housing Assistance - When the participant owes money for failure to report changes in income or assets during the time between recertifications, the HRA will send a notice of termination containing the following:

- A description of the violation and dates
- The amount owed to the Section 8 Program to the extent known
- A ten day period to respond or request an informal hearing including instructions for the request of such hearing
- Information on the participant's right to an informal hearing.(See VI.B. Notice of Termination)

Participant Fails to Comply with Notice - If the participant fails to comply, and a family obligation has been violated, the HRA will terminate assistance in the manner prescribed by HUD.
(See VI.B. Confirmation of Termination)

When a participant complies within the allotted time given in the notice, the staff person responsible will follow up with a letter describing the participant's continuing status.

c.) Intentional Misrepresentations - When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, the HRA must establish (1) that the tenant had knowledge that their actions were wrong, and (2) that the tenant willfully violated program rules.

- The participant had knowledge their actions were wrong. This can be demonstrated by showing that the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications; briefing certificate, applicant's certification, and Things You Should Know are adequate to establish knowledge of wrong doing.

- The participant willfully violated program rules will be terminated. Any of the following circumstances is adequate to demonstrate willful intent.

  - An admission by the participant of the misrepresentation.
  - The act was done repeatedly.
  - A false name or social security number is used.
  - If there were admissions to others of the illegal action or omission.
  - The participant omitted material facts which were known to them (employment of self or other household member).
  - The participant falsified, forged or altered documents.

The HRA's letter will state the specific violation, the HRA's termination of assistance, the participant's right to an Informal Hearing, and a statement regarding the Informal Hearing Procedures. The participant will be given ten days to request an Informal Hearing.

The purpose of the letter is to review the information and evidence obtained by the Section 8 staff with the participant, and provide the participant an opportunity to explain any document findings which conflict with representations in the participant's file. Any documents or evidence presented by the participant will be considered by the HRA. The participant will be given 10 calendar days to furnish any mitigating evidence.

Participants and applicants whose criminal history indicates a violation which would disallow their participation in the program will be afforded an informal review.

VI. TERMINATIONS

A. Terminations by Participant

A family must continue to occupy its approved unit for the initial lease term, unless the owner and family agree to a mutual rescission of the lease. Written notice of the rescission must be furnished to the HRA.

If the participant and landlord use the sample lease provided by the HRA, a participant may terminate the lease without cause at any time after the first year of the lease. The participant must provide a minimum of thirty (30) days and a maximum of sixty (60) days written notice to the owner as specified in the lease, with a copy to the HRA. The participant will then be reexamined to determine if they are still income eligible. If determined eligible, the participant will be issued a current Housing Choice Voucher to relocate.

If a participant chooses to go off the program, they will be terminated from the program on the effective date indicated in the confirmation letter sent by the HRA. If the participant chooses to participate in the program after the effective date, they must follow the standard application process.

If the participant and landlord have entered into a lease other than the HRA sample lease, the HUD Lease Addendum will prevail over the lease.

B. Terminations or Denials of Assistance by HRA

The HRA may terminate a participant's housing assistance or deny an applicant from participating if:

- The participant or applicant has committed any fraud, bribery or other corrupt or criminal act in connection with any federal housing assistance program;

- The family has failed to acquire HRA approval to add an additional household member, guest or visitor, and they have resided in the assisted unit over thirty (30) days within a 12-month period;

- The participant has violated any family obligation under the Section 8 Housing Choice Voucher Program as described in the federal regulations;

- The participant or applicant has breached a repayment agreement with the Bloomington HRA or another PHA, as described in the federal regulations;

- The participant or applicant currently owes rent or other amounts to the Bloomington HRA or to another PHA in connection with a Section 8 Certificate or Voucher or public housing assistance under the United States Housing Act of 1937; the HRA will deny issuance of a new Housing Choice Voucher, or execution of a new Housing Assistance Payment Contract for that family, as stated in the federal regulation.

- The participant or applicant has engaged in drug-related criminal activity or violent criminal activity, including criminal activity by any Family member. Drug-related and violent criminal activity is further defined in the federal regulations.

- The applicant or participant or any member of the family has engaged in alcohol abuse or pattern of alcohol abuse that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

- The applicant or participant or any member of the family is subject to a lifetime registration requirement under the State sex offender registration program.

- The family has been evicted for; or the owner has documented to the HRA evidence of, serious or repeated violations of the lease, damage to the unit that causes it to fail HQS inspection, and or drug-related or other criminal activity by members of the assisted household and its guests. The HRA shall have discretion or consider the preponderance of evidence, including the seriousness of the offense, the extent of participation by Family members, and the effects that denial or termination would have on Family members not involved in the proscribed activities. The HRA may permit the remaining Family members to continue receiving assistance while imposing a condition that Family members who engaged in the proscribed activity will not reside in the assisted unit as provided in the federal regulations.

- The family has made side payment(s) to the owner for additional rent, services, utilities, garage space, etc, that have not been approved by the HRA.

If the Bloomington HRA decides to terminate Housing Assistance Payments for a participant family, an opportunity for an informal hearing will be granted according to current regulations as set forth in the HRA's Informal Hearing Procedure, Appendix E. The participant and owner will be given a written Notice of Termination. The Notice of Termination will state the reasons for termination, the effective date of termination, the family's right to request a hearing, and the family's responsibility to pay the full rent to the owner if they remain in occupancy beyond

the termination date. The rent assistance for the terminated participant will end effective on the termination date unless the Hearing determination has not been given.

A NOTICE OF TERMINATION will be sent to families failing to comply with family obligations, HRA continued occupancy procedures, including: re-examination requirements; and failure to report household changes, etc. The Informal Hearing procedure is included in this Notice.

If the tenant does not respond, a notice of CONFIRMATION OF TERMINATION will be sent to the participant and the participant's Landlord confirming the termination and the tenant's responsibility to pay full rent to the owner. Grounds for denial or termination of assistance is further defined in the federal regulations.

If the HRA determines that the tenant must repay any amount of HAP as a result of a successful termination action, the debt must be paid in full and a repayment agreement will not be offered. The HRA will also seek to collect the debt immediately through the State of Minnesota Revenue Recapture process.

C. Terminations by Owner

The owner may not terminate the tenancy of any participant on the Rent Assistance Program unless he complies with the requirements of local law and with current regulations for the Section 8 Housing Choice Voucher Programs. Tenancy terminations can occur only after serious or repeated violation of the terms and conditions of the lease, violation of Federal, State, or local law affecting occupancy or use of the dwelling unit, or other good cause. Examples of "other good cause" are outlined in 24 CFR 882.215 or 887.213

During the term of the lease, the owner may not terminate the tenancy unless the termination is based on family malfeasance or nonfeasance. This is further defined in the federal regulations .

The owner may evict the tenant from the unit only by instituting a court action. The owner must notify the HRA in writing of the grounds for eviction at or before the commencement of the eviction action. The owner also must provide the HRA a copy of any owner eviction notice to the tenant.

The owner may evict the tenant at anytime for serious or repeated violations of the lease; and or drug related or other criminal activity by members of the assisted household and its guests. Eviction of a family for said causes may also result in termination of assistance by the HRA. Any eviction must be in accordance with State and local law.

D. Termination Due to Death of Single-Member Household

As set forth in federal regulations, the HRA will take the following actions upon the death of a single-member household. For deceased single member households or a household where the

remaining household member is a live-in aide, the HRA will discontinue HAP to the owner no later than the first of the following month after the death occurred.

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, the HRA will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment to the HRA within 30 days. If the owner does not comply, the HRA will deduct the amount due to the HRA from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the HRA may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

The HRA will generate the Deceased Tenants Report from HUD's Enterprise Income Verification (EIV) system at least once a month. The HRA staff will review the list and take any necessary actions, including interim rent changes and termination of HAP as noted above.

VII. HOUSING CHOICE VOUCHER PORTABILITY

The portability of Housing Choice Vouchers refers to the opportunity for participants to move outside the HRA's jurisdiction while continuing to receive assistance. A family is eligible for portability if they hold a current Housing Choice Voucher, or was living in the HRA's jurisdiction at the time of their initial application.

Housing Choice Vouchers have unlimited portability within the nation. The portability feature of the Housing Choice Voucher may be used only once in a 12 month period.

In order to accommodate a person or family with a hardship, as set forth in HUD's Notice 94-12, the HRA will allow a family with special needs to be portable even if they have never lived in Bloomington upon concurrence with the receiving PHA.

A Receiving PHA that administers a Housing Choice Voucher program may not limit the number of Housing Choice Vouchers issued by other PHAs to portable families coming into their jurisdiction.

The Bloomington HRA will determine the family unit size for incoming portable families. The family unit size is determined in accordance with the subsidy standards established by the Bloomington HRA, as stated in federal regulations (CFR 982.355 (c) (7)).

When the family moves out of Bloomington's jurisdiction under the portability provisions, Bloomington HRA retains the funding for that Housing Choice Voucher under its Annual Contributions Contract (ACC).

VIII. PROGRAM PROCEDURES AND REVIEW

The lease-up of the Section 8 Housing Choice Vouchers will be conducted for the maximum Housing Choice Vouchers allowed under the budget. Housing Choice Voucher issuances will be based on the current utilization of funds and the anticipated Housing Choice Voucher turnover. The HRA will overissue to the extent necessary to fully utilize the budget dollars available.

The Fair Market Rent schedule is that which is annually established by HUD for the HRA's area of jurisdiction. The Payment Standard for the Housing Choice Voucher program is reviewed on an annual basis by the HRA. The Payment Standard will never be more than 110% of the published FMR or Bloomington's HUD approved exception rents**,** nor less than ninety (90) of the FMR. Factors to be considered in establishing the Payment Standard include, but are not limited to, participants' rent burden, actual contract rents for specific bedroom sizes, the average time period for finding eligible housing, the annual adjustment factor and local vacancy rates.

Ongoing monitoring of market rents will be accomplished through continual feedback from applicant families as they search for suitable units. Annual market rent surveys will also be conducted, giving a more thorough analysis of the market spread of rents throughout Bloomington.

To assure the continued affordability of housing by families participating on the Housing Choice Voucher program, the HRA may increase the amount of the Payment Standard. This is by way of an affordability adjustment. This adjustment is made to offset increases in housing costs experienced by the family and is based on actual increases in the rental market. The adjustment is made by changing the amount of the payment standard. The HRA may decide to establish an affordability adjustment that will be used to determine the Housing Assistance Payments for all participating Housing Choice Voucher families, or for certain bedroom sizes.

The Operating Reserve accounts for the Housing Choice Voucher programs are credited with earned administrative fees that exceed expenditures for program administration during the fiscal year. Any transfer of funds from the Operating Reserve accounts for other housing purposes as described in HUD regulations and handbooks, may only be made with the prior approval of the HRA Commissioners.

The foregoing policies are subject to review and amendment by the Housing and Redevelopment Authority in and for the City of Bloomington. Amendments will be made by inclusion of administrative memos on an as needed basis to reflect current practices in the administration of the Rent Assistance Program.

IX. BUDGETING/STAFFING INFORMATION

Current staffing needs for the Section 8 Rent Assistance Program are met by four Program Specialists. Additional support staff includes an Office Assistant, accountant, and ongoing administrative supervision. No staff member charges more than 100 percent of their time to Section 8 Housing Choice Voucher administration.

Regular staff functions include, but are not limited to, outreach, intake and briefings, eligibility determinations, HQS inspections, recertifications, monthly payment processing, coordination of incoming and outgoing portability, information and referral, damage claim processing and terminations, monitoring program performance and lease-up, liaison between tenant and owner and financial management of the Program.

Three full-time Program Specialists currently handle a majority of the direct client work. All Program Specialists have been trained to handle all areas of the leasing process, from intake to reexaminations. Therefore, it is not practical to delineate salary and contract costs by function. Attached for review in Appendix F is the 1996 Bloomington HRA Levy Budget , plus a breakdown by hours per pay period of staff time allocated to the Rent Assistance Programs.

HRA Approved: November 1999
Sec8\Admin3

A P P E N D I X A

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Section 8 Housing Assistance
Payments Program--Existing Housing

EQUAL OPPORTUNITY HOUSING PLAN

Bloomington Housing and Redevelopment Authority (952) 563-8937
1800 West Old Shakopee Road
Bloomington, Minnesota 55431

Location of Program: City of Bloomington, Minnesota

Number of Units Anticipated:

Vouchers	**525**
Total	**525** (Up to 50 of these units may be assigned as "project based" units after Request for Proposals have be issued to the public.)

A. COMMUNITY-WIDE INFORMATION EFFORTS

1. Paid advertising (indicate frequency and media): Public advertisements will be published weekly in three metro area newspapers, for a time period necessary to acquire a waiting list of sufficient size. Newspapers: Minneapolis Star Tribune, Bloomington Sun, and City Pages.

2. Press releases (number anticipated): Press releases will be sent for inclusion in the Bloomington Sun and newsletters of the Asian Pages, Asian American Press, and Hispanos En Minnesota, along with the MN Talking Book Radio Network, among other organizations serving minority and disabled populations. The HRA will maintain a complete list of press release recipients.

3. Brochures (indicate if planned): A brochure describing the program and requirements for eligibility is available. Included in this is the Equal Housing Opportunity logo, as well as the City's TDD phone number for the hearing impaired, statement regarding accommodation of persons with disabilities.

4. Community contacts (enumerate those planned): Written announcements regarding voucher availability will be sent to Cornerstone Advocacy Service,

Courage Center, Creekside Community Center, City offices of Community & Special Services, South Hennepin County Social Services, Sabathani Community Center, Metro HRA, Minneapolis Society for the Blind, Bloomington Richfield Family Center, SHAPE, and City of Bloomington Public Health.

5. Internet: The HRA will post notice of voucher availability on the HRA web page and on www.Housinglink.org.

6. Other: Cable TV continuous on the air scroll or character generated announcements will be aired prior to and during application time period.

B. SPECIAL EFFORTS TO ATTRACT FAMILIES

1. State which group(s), on the basis of past experience or in your judgment, are not otherwise expected to apply for Housing Choice Vouchers without special outreach because of factors such as race, ethnicity or source of income. Laotian Community, including Hmong population, Blacks, American Indians, and Spanish Americans, Mexican Americans, Vietnamese and persons with disabilities.

2. Describe any special efforts to encourage such group(s) to apply:

   a. Paid advertising (indicate frequency and media): A classified advertisement will be placed in the Minneapolis Star Tribune weekly for two weeks; a display ad will be placed in the City Pages, along with a quarter-page display ad in the Bloomington Sun.

   b. Press releases (number anticipated): Press releases will be sent for inclusion in minority newspapers and newsletters, including: Asian Pages, Asian American Press, and Hispanos En Minnesota. The HRA will maintain an updated list for each opening of the waiting list.

   c. Brochures (indicate if planned): A brochure describing the program, along with the requirements for eligibility, will be distributed to metro area community services organizations, such as those listed above in pat “A. Community-wide Information Efforts."

   d. Community contacts (enumerate those planned): Written announcements regarding voucher availability will be distributed to Sabathani Community Center, Asian Pages, Asian American Press, Hispanos En MN, Hennepin County Economic Assistance and Social Services. The HRA will maintain an updated list for each opening of the waiting list.

e. Internet: The HRA will post notice of voucher availability on the HRA web page and on www.Housinglink.org.

f. Other: Other special population groups include the disabled, homeless physically and homeless mentally handicapped. Outreach for these groups is channeled through the City of Bloomington Office of Special Services and Hennepin County Dept. of Social Services. Additionally, yearly activities include updating and evaluating current waiting lists to identify homeless mentally ill and homeless developmentally disabled families; applying local preferences and reclassifying their position on the waiting lists; notifying agencies that serve the homeless; and advertising in the metro area newspapers of Section 8 assistance availability for these specific populations.

C. SPECIAL EFFORTS TO ENCOURAGE OWNER AND BROKER PARTICIPATION

Describe efforts to be made to encourage the participation of owners, brokers, property managers and associations thereof with units in areas other than low-income or minority concentrated areas.

1. Paid advertising (indicate frequency and media): As necessary, a display ad will be published in the Bloomington Sun with a brief description of the program, along with advantages of participation for owners and landlords.

2. Press releases (number anticipated): As necessary, an advertisement encouraging participation will be published in the monthly newsletter of the Minnesota Multi-Housing Association and the Bloomington Sun and Minnesota Real Estate Journal.

3. Brochures (indicate if planned): Current "Owner Advantage Sheet" will be expanded and redesigned as brochure for distribution to owners, landlords, property managers, and real estate agencies. This will include special incentive for owners with accessible units, i.e., posting of available units in housing and community services offices.

4. Community contacts (enumerate those planned): Insert will be designed to include with City's water billings. Brochures will be mailed to multi-dwelling unit owners as listed with the City's licensing Division and real estate agencies in the area.

5. Other: Invitation to owners of multi-dwelling units to attend information seminar regarding advantages and responsibilities of owner participation in the Section 8 Housing Choice Voucher Program. In addition, the HRA will encourage Bloomington owners, through mailings and other means, to list their vacancies with Housing Links' web based vacancy listing service.

6. Disperse information through Bloomington Rental Collaborative.

7. As necessary, the HRA will post owner information on the HRA web site.

D. UTILIZATION OF RECENTLY COMPLETED PROJECTS AND HUD-HELD PROPERTIES

1. Do you plan to utilize any recently completed projects or any HUD-held properties?: No

E. ESTABLISHMENT OF WAITING LIST AND ISSUANCE OF HOUSING CHOICE VOUCHERS

1. Attach a copy of the policies and procedures of the PHA. The criteria for the establishment of a waiting list and the issuance of housing choice vouchers shall be consistent with:

   Equal Opportunity Plan is incorporated in the HRA Administrative Plan.

   a. "Finders-Keepers" policy (Section 882.103.)

   b. Thirty (30) percent of assisted families to be very low income families (Section 8823-113(b)).

   c. Title VI of the Civil Rights Act of 1964, Title VIII of the civil Rights act of 1968 and Executive Order 11063 (Section 882.204(c)).

   d. Opportunity to remain in currently occupied dwelling (Section 882.103).

   e. Local housing assistance plan including responsibilities if any, for rehousing displaced families.

   f. Limiting number of vouchers issued to conform to ACC authorization (Section 882.209(a)(3)).

   g. In each fiscal year, at least 75 percent of the PHA's new admissions to the Section 8 program must have incomes that do not exceed 30% of the area median income as published by HUD, with adjustments for smaller and larger families.

2. Briefing of Housing Choice Voucher Holders

Equal Opportunity Plan is incorporated in the HRA Administrative Plan.

a. Describe how all Housing Choice Voucher Holders will be informed individually or in groups of the following vital program information as required by Section 8 - Housing Assistance Payments Program-Existing Housing regulations.

(1) Family and owner responsibilities under the lease and contract.

(2) How to find a suitable unit.

(3) Applicable housing quality standards and procedures for family and owner inspections and for their individual certifications of compliance with those standards.

(4) Applicable State and local laws.

(5) Federal, State and local fair housing laws.

(6) Operation of the shopping incentive credit.

b. Attach the list of persons who will conduct any briefing sessions and a statement of the training each has received or will receive regarding implementation of local, State and Federal fair housing laws.

c. What community agencies, organizations or groups will assist in the briefing sessions? Briefing sessions will be conducted by staff, with assistance from an interpreter if necessary for translating program information to minority populations; or assistance from a 'signer' if necessary, for hearing impaired clients.

d. Explain the procedures that will be followed when families encounter discrimination (attach extra sheets if needed). Included in the voucher packet will be a brochure for applicants encountering discrimination. See attached. Also included in the packet is the HUD Housing Discrimination Complaint form and the HUD Fair Housing brochure.

F. STAFFING

1. What is the PHA's experience in administering a housing program for a racially and ethnically varied population? Bloomington has carried out a program of equal housing opportunities for a racially and ethnically varied population since its

inception. The Authority continues to pursue a program of fair housing and equal opportunity for all applicants and participants on Authority programs.

2. Describe the nondiscrimination hiring policy for staff for this program and indicate present racial composition of such staff by title. Housing Authority staff persons are contracted through the City of Bloomington. Racial composition of staff for this program: three Program Specialists- 3 White/Caucasian; HRA Accountant-White/Caucasian; Administrator, Assistant Administrator, Secretary Clerk II, and Clerk III-White/Caucasian.

3. Attach a copy of the PHA's Affirmative Action Employment Plan, if any. Authority staff is contracted through the City of Bloomington. Attached is the City's Affirmative Action Program. See attached.

4. Attach a copy of instructions given to all employees regarding compliance with local State and Federal fair housing laws. This is a HUD employee information sheet entitled, "The Meaning of Equal Opportunity in Housing." Employees receive on-going training in Fair Housing, 504 and ADA training.

G. OTHER

Please describe other aspects of your Equal Opportunity Housing Plan not adequately covered by this form. None.

H. ASSURANCES

1. Attach a signed assurance of compliance (HUD Form 916) with Title VI of the Civil Rights Act of 1964 and signed assurance of compliance with Title VIII of the Civil Rights Act of 1968 and Executive Order 11063.

_____
(Signature)

_____ _____
(Date) (Name)

_____
(Title)

A P P E N D I X B

DEFINITION OF INCOME AND ASSETS

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided below. Income shall include but not be limited to the following:

1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services; All income of full-time students, 18 years and older (except Federal work-study programs under title IV of the Higher Education Act of 1965).

2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family;

3) Interest, dividends and other net income of any kind from real or personal property in excess of a combined value of $5,000.00. Expenditures for amortizations of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation as provided in Internal Revenue Service regulations. If a withdrawal is for reimbursement of cash or assets invested by the Family it is not counted as income. Where the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

4) The full amount of periodic payments received from Social Security annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

5) Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay;

6) Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance

agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; or b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced due to sanctions for non-compliance, the rental contribution for this family will not be decreased. Income will include the amount of benefits that would have been paid without the sanction.

State school grants in excess of school expenditures should be counted;

7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

8) All regular pay, special pay and allowances of a member of the Armed Forces;

Annual income does not include such temporary, non-recurring or sporadic income as the following:

1) Income from employment of children, including foster children, under the age of 18 years;

2) Payments received for the care of foster children;

3) Lump sum additions to family assets, such as inheritances, insurance payments, including payments under health and accident insurance and worker's compensation, capital gains and settlement for personal or property losses;

4) Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member;

5) Income of a live-in aide;

6) Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. No part of a Federal Pell Grant, SEOG, and/or Work Study under Title IV of the Higher Education Act of 1965 will be counted. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8) Amounts received while in a training programs funded by HUD;

9) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

10) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

11) Temporary, non-recurring or sporadic income, including gifts;

12) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937.

13) Amounts disregarded under the Disallowance for Persons with Disabilities exclusion, effective February 20, 2001 under (24CFR5.617).

The family must disclose the total value of assets held by the family. If the net value is less than $5,000.00, the HRA is not obligated to verify the assets or count any income from the assts in the rent calculation. If the net value of household assets is $5,000.00 or greater, the HRA will verify all assets held by the family and count any resulting income. Net family assets include:

The net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.)

In determining net family assets, the HRA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess or the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollars terms.

A P P E N D I X C

SELECTION PREFERENCES

In accordance with federal regulations, the HRA may give preference to families according to Preferences. The HRA has adopted the following Preferences.

Involuntary Displacement

An applicant currently living in Bloomington is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

1. Activity carried on by Bloomington local governmental body or agency in connection with code enforcement or a public improvement (not including resident caused code violation) or development program.

2. An applicant is involuntarily displaced if the person is a witness to a crime.

3. An applicant is involuntarily displaced if they are victims of hate crimes. "Hate crime" is actual or threatened violence or intimidation of a person or their property because of race, color, religion, sex, national origin, familial status or handicap or a victim of a domestic violence.

4. An applicant displaced as result of a disaster.

Numbers 2 and 3 are granted only if the law enforcement agency or appropriate social service agency has carried out a threat assessment and recommends re-housing a family (including non-Bloomington residents).

Bloomington Residents

Applicants who qualify for this Preference must live, work, or be hired to work in Bloomington at the time of their initial application. (The employer must be located within the City of Bloomington. If self-employed, the home address of the applicant will be considered the work address, if no other permanent work site exists.)

Or, an applicant must be enrolled in a recognized training and counseling program in Bloomington designed to assist the applicant family in becoming self-sufficient or reduce their dependency on welfare and other assistance programs.

Or, an applicant who is in a recognized Bloomington school with a college degree, diploma or certificate program, and is enrolled in at least one class with lab or two classes per quarter or semester (verifiable via fee statements and grade transcripts).
A Preference will also be given to those disabled applicants who utilize established service providers located within the City of Bloomington.

Exception Preference
NOTE: In order to meet HUD requirements for admission of extremely low income, persons with preference but with higher incomes may be passed over until the HUD requirements are met.

A P P E N D I X D

SUBSIDY STANDARDS

Number & Composition of Household Members	Number Bedrooms
1 Person	1
2 Persons	1 or 2
3 Persons	2
4 Persons	2
5-6 Persons	3
7-8 Persons	4
9-10 Persons	5

Subsidy Standards are set forth to determine the bedroom size to be designated on the Housing Choice Voucher for families of different sizes and compositions. The purpose in establishing unit sizes for subsidy is to avoid overcrowding, while maximizing the use of space and minimizing subsidy costs. The HRA will assign families consisting of an adult(s) and children, to a bedroom size that allows the adult(s) a separate bedroom or sleeping room (living room). Example: An adult with one child is a family of 2 persons and can qualify for both a one bedroom and/or a two bedroom voucher. The HRA will allow a family to choose the smaller bedroom size if it is the family's preference and the subsidy is available. When a family member over age 18 moves away from home during the school year (i.e. in college) and is physically living elsewhere more than 50% of the time, the HRA may reduce the family subsidy level if necessary to meet subsidy guidelines. This reduction in subsidy will take place at the next annual recertification that is not less than 12 months from date of move-out of the family member, but not more than 24 months from date of move-out.

The HRA will issue Housing Choice Vouchers based on the Subsidy Standards listed above; however, for continued occupancy in Bloomington, the HRA will consider other household configurations provided the unit is not over-crowded per Housing Quality Standards (HQS). Exceptions to the Subsidy Standard may be granted if the applicant has a documented need for the storage and operation of prescribed medical equipment from a health care provider. The actual equipment must be verified by the HRA before approving the additional bedroom. Thereafter, the need for the bedroom will be determined annually during the inspection of the

unit. If the extra bedroom is not being used for the intended purpose, the HRA must reduce the subsidy standard and corresponding payment standard at the family's next recertification.

A P P E N D I X E

INFORMAL REVIEW AND HEARING PROCEDURE

Housing and Redevelopment Authority
in and for the City of Bloomington

Section 8 Housing Choice Voucher Program

The purpose of this informal review and hearing procedure is to provide an Applicant or Participant on the Bloomington Housing and Redevelopment Authority (HRA) Section 8 Existing Housing Assistance Program an opportunity for an informal review or hearing of a decision by the HRA to deny, reduce, or terminate assistance. It is not the purpose of the review or hearing to resolve disputes or problems which occur between applicants, participants, and owners, nor to review discretionary administrative determinations by the HRA. Rather, the review and hearing process is established to determine whether an HRA decision is in accordance with applicable laws, HUD regulations, and HRA administrative standards.

Informal Review for Applicants and Participants:

Applicants

1. The HRA shall give an applicant for participation on the Section 8 Housing Choice Voucher Assistance Program a prompt written notice of a decision denying assistance, including a decision denying listing on the HRA's waiting list, issuance of a Housing Choice Voucher, or participation on one or both of the Programs. The notice shall also state that the Applicant may request in writing, an informal hearing of the decision within 10 working days.

2. The family will be informed of their right to pre-discovery of HRA documents, including records and regulations, that are directly relevant to the review. The family will be allowed to copy any such documents at the family's expense. The HRA may not rely on a document withheld form disclosure. The family will be provided copies of any criminal records.

3. The family must produce to the HRA any relevant family documents for pre-discovery which are directly related to the review. The family must produce the documents at the HRA offices within three working days prior to the scheduled review. The family may not rely on a document withheld form disclosure.

4. The informal review will be held at the Authority offices and conducted by any person or persons designated by the HRA, other than the individual that originally issued the denial or a subordinate of that person

5. At the informal review, the Applicant will be given the opportunity to present written or oral objections to the HRA decision. Every attempt will be made at the time of the informal review to resolve the dispute.

6. Following the hearing, the HRA will notify the Applicant in writing within 30 days of the final HRA decision, including a brief statement of the reason(s) for the final decision.

The HRA is not required to provide an Applicant with an informal review in the following cases:

-To consider discretionary administrative determinations by the HRA or to consider general policy issues or class grievances;

-To review the HRA's determination of the number of bedrooms entered on the Housing Choice Voucher in accordance with the subsidy standards established by the HRA;

-To review the HRA's determination that a unit does not comply with the Housing Quality Standards or the HRA's determination to not approve the lease for the unit;

-To review the HRA's decision not to approve a request for an extension on an Applicant's Housing Choice Voucher.

-An HRA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

-An HRA determination that a unit selected by the applicant is not in compliance with HQS.

-An HRA determination the unit is not in accordance with HQS because of the family size or composition.

Informal Hearing for Participants:

1. The HRA shall give a Participant on the Section 8 Existing Housing Certificate or voucher program a prompt written notice of a decision affecting their status on the Program and shall state the reasons for the decision. If the Participant does not agree with the decision, an informal hearing may be requested in writing within 10 working days. An opportunity for a hearing will be granted in the following cases only:

-A determination of the amount of the Family Rent to Owner;

-A decision to deny or terminate assistance;

-A decision to reduce the unit size allowed for the participant family or to grant an exception from the standards;

-A determination of the number of bedrooms allowed for a participant family that wishes to move to another unit.

-A determination is made by the HRA that a special claim is owed by the tenant to the HRA. This includes monies paid by the HRA on behalf of the tenant to a landlord for damages, unpaid rent, or vacancy loss.

-Participants who violate program rules with respect to criminal activities will be afforded an informal hearing. Copies of criminal records will be provided to the tenant.

2. The informal hearing will be conducted by persons or person designated by the HRA Administrator other than the individual who originally issued the decision or subordinate to that person. In the case of termination from the program, except in cases of failure to make repayment, the hearing examiner will be an individual outside of HRA staff.

3. The participant may be represented by a lawyer or other representative at their own expense.

4. The family will be informed of their right to pre-discovery of HRA documents, including records and regulations, that are directly relevant to the hearing. The family will be allowed to copy any such documents at the family's expense. The HRA may not rely on a document withheld from disclosure.

5. The family must produce to the HRA any relevant family documents for pre-discovery which are directly related to the hearing. The family must produce the documents at the HRA offices within three working days prior to the scheduled hearing. The family may not rely on a document withheld from disclosure.

6. At the informal hearing, the HRA and the Participant will be given the opportunity to present evidence and may question any witnesses.

7. Following the hearing, the HRA will notify the participant in writing within 30 days, of the final decision, including a brief statement of the reason(s) for the decision.

The HRA is not required to provide the Participant with an informal hearing in the following cases:

-To review discretionary administrative determinations by the HRA or to consider general policy issues or class grievances;

-To review the HRA's determination that a unit does not comply with Housing Quality Standards due to the Owner's lack of maintenance, or because of an increase in family size or change in family composition;

-To review an HRA decision to exercise any remedy against the owner under an outstanding Contract;

-To review an HRA decision not to approve a request for an extension or suspension of a Housing Choice Voucher term.

-The establishment of the HRA schedule of utility allowances for families in the program.

-A determination not to approve a unit or lease.

HOUSING AND REDEVELOPMENT AUTHORITY
in and for the City of Bloomington

SECTION 8 RENTAL ASSISTANCE PROGRAM
ADMINISTRATION PLAN

A P P E N D I X F

Attached are Budget and Staffing printouts for the Section 8 Rent Assistance Program:

1. HRA Levy Budget- Housing Choice Voucher Program

2. Section 8 Program Time Allocation

A P P E N D I X G

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth the Bloomington Housing and Redevelopment Authority's (BHRA) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by BHRA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- Maintaining compliance with all applicable legal requirements imposed by VAWA;
- Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by BHRA;
- Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- Creating and maintaining collaborative arrangements between BHRA, law enforcement

authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by BHRA; and

- Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by BHRA.

III. Other BHRA Policies and Procedures

This Policy shall be referenced in and attached to BHRA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of BHRA's Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan for the BHRA's Section 8 Housing Choice Voucher Program. BHRA's annual public housing agency plan shall also contain information concerning

BHRA's activities, services or programs relating to domestic violence, dating violence, and stalking.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking – means* -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance*. BHRA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

- *Mitigation of Disqualifying Information*. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, BHRA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, BHRA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. BHRA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by BHRA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by BHRA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

1. Nothing contained in this paragraph shall limit any otherwise available authority of BHRA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither BHRA nor a Section 8

manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

2. Nothing contained in this paragraph shall be construed to limit the authority of BHRA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or BHRA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, BHRA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by BHRA. Leases used for all public housing operated by BHRA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by BHRA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* The law allows, but does not require, BHRA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., BHRA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by BHRA. Any such incident(s) must have occurred within six months. Section 8 owners or managers receiving rental assistance administered by BHRA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to BHRA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide

incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to BHRA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to BHRA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by BHRA, or a Section 8 owner or manager to provide verification, must provide such verification within 10 business days (*i.e.,* 10 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays). Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement*. The Administrator of BHRA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Administrator, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to BHRA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or

2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by AHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, BHRA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* BHRA will act upon such an application promptly.

C. *No right to transfer.* BHRA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of BHRA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. *Family rent obligations*. If a family occupying BHRA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by BHRA. In cases where BHRA determines that the family's decision to move was reasonable under the circumstances, BHRA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied

portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8

program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. *Court orders*. It is BHRA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by BHRA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up*. Other BHRA policies regarding family break-up are contained in BHRA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of BHRA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If BHRA staff become aware that an individual assisted by BHRA is a victim of domestic violence, dating violence or stalking, BHRA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring BHRA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. BHRA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which BHRA has referral or other cooperative relationships.

XII. Notification

BHRA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by BHRA as approved by the BHRA Board of Commissioners.

APPENDIX H

BLOOMINGTON HOUSING AND REDEVELOPMENT AUTHORITY
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

I. PLAN STATEMENT

The Bloomington Housing and Redevelopment Authority (HRA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with the Department of Housing and Urban Development (HUD) the HRA will make reasonable efforts to provide or arrange free language assistance for its LEP clients. This includes applicants, recipients and/or persons eligible for HRA programs.

II. MEANINGFUL ACCESS; FOUR FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The HRA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the HRA.

2. The frequency with which the LEP persons using a particular language come into contact with the HRA.

3. The nature and importance of the HRA program, activity or service to a person's life.

4. The HRA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

III. LANGUAGE ASSISTANCE

1. A Limited English Proficient (LEP) person may be a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. An LEP person may be entitled to language assistance with respect to HRA programs and activities.

2. Language assistance includes interpretation and/or translation. Interpretation refers to an oral or spoken transfer of message from one language into another language. Translation refers to the written transfer of a message from one language into another language. The HRA will

determine when interpretation and/or translation are needed and are reasonable based upon family requests and staff observations.

3. HRA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the HRA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the HRA will make reasonable efforts to provide free language assistance. If reasonably possible the HRA will provide the language assistance in the LEP client's preferred language.

   The HRA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

   The HRA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

4. Translation of Documents

   Taking into consideration the expense of translating documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, and the apparent literacy rate in an LEP group along with other relevant factors the HRA will weigh the costs and benefits of translating documents for potential LEP groups.

   The HRA will monitor participant's ability to complete all necessary forms without a substantial amount of difficulty. If there has been significant errors and/or blank responses the HRA may determine that translated documents are necessary.

   If the HRA determines that translation is necessary and appropriate, the HRA will translate the public housing lease and selected mailings and documents of vital importance into that language.

   As opportunities arise, the HRA may work with other housing authorities to share the costs of translating common documents, which may include language groups that do not (yet) reach the threshold level in the HRA's client population. At present, the HRA is working with the Fair Housing Implementation Council (FHIC) to translate several key Section 8 and Public Housing documents.

The HRA will consider technological aids such as internet-based translation services that may provide helpful, although perhaps not authoritative, translations of written materials.

5. Formal Interpreters

When necessary to provide meaningful access for LEP clients the HRA will provide qualified interpreters, at the HRA's expense. At important stages that require one-on-one contact, written translation and verbal phone interpretation services will be provided consistent with the four-factor analysis used earlier.

The HRA may require a formal interpreter to certify the following:

- The interpreter understood the matter communicated and rendered a competent interpretation.

- The interpreter is covered by the Minnesota Government Data Practices Act and will not disclose non-public data without written authorization from the client.

Formal interpreters shall be used at the following: (these & any more)

- Formal hearing for denial of admission to public housing

- Informal settlement conferences and formal hearing for termination of public housing

- Hearings or conferences concerning denial or termination of Housing Choice Voucher (Section 8) participation.

An HRA staff interpreter may not be subordinate to the person making the decision.

6. Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HRA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances informal interpreters, especially children, are not competent to provide quality and accurate

interpretations. There may be issues of confidentiality, competency or conflict of interest.

An LEP person may use informal interpreters of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the HRA. If possible, the HRA will accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter after the HRA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.

If an LEP client wants to use their own informal interpreter the HRA reserves the right to also have formal interpreters present.

7. Outside Resources

Outside resources may include community volunteers, HRA residents or Housing Choice Voucher / Section 8 participants.

Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

The HRA may establish relationships with mutual assistance associations (MAA's) and other organizations that assist specific cultural and ethnic groups living in Bloomington. To help their clients obtain or keep housing assistance through the HRA these organizations may be able to provide qualified interpreters for LEP persons.

IV. MONITORING

The HRA will review and revise this LEP plan annually. The review will include:

- The number of HRA clients who are LEP according to the extent of the HRA's computer business systems and data entry by staff. Such reports may be supplemented by staff observations.

- The data collected from HRA Language Identification Cards indicating the languages used by LEP clients.

- Reports from the computer business systems and other sources listing the languages used by LEP clients.

- Analysis of staff requests for contract interpreters:

- Number of requests
- Languages requested
- Costs

- The Resident Advisory Board (RAB) will be asked to review the LEP plan annually as part of updating the Agency Plan.

V. LEP PLAN DISTRIBUTION AND TRAINING

The LEP plan will be:

- Distributed to all HRA staff.

- Available in the HRA office located in the Bloomington Civic Plaza at 1800 West Old Shakopee Road.

- Posted on the HRA's website: **www.ci.bloomington.mn.us/cityhall/commiss/hra/hra.htm**

- Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

APPENDIX I

PROJECT BASED ASSISTANCE GUIDELINES
[24 CFR PART 983]

INTRODUCTION

The Bloomington Housing and Redevelopment Authority (HA) Project Based Assistance (PBA) program is a HUD Section 8 housing subsidy program that ties rental assistance directly to a specific unit or project. Eligible families receive rental assistance by agreeing to live in existing, newly constructed or rehabilitated units, and continue to receive assistance as long as they reside in the specific project-based dwelling unit.

Funding for PBA comes from a housing agency's existing Section 8 funding allocation. Program regulations permit a housing agency to project base up to twenty (20) percent of their current Section 8 tenant-based assistance programs.

Except as otherwise expressly modified or excluded by 24 CFR part 983, provisions of 24 CFR part 982 apply to the PBA program.

A. PROGRAM GOALS

- Contribute to the expansion and long-term viability of the area's affordable housing stock.
- Increase the supply of existing affordable housing for households with incomes less than 50% of the area median income.
- Increase the supply of affordable two and three bedroom units that are available to low-income families.
- Encourage economic integration in housing development
- Promote partnerships between public, or non-profit agencies and organizations to provide affordable housing in proximity to community amenities and services.

B. GENERAL CRITERIA FOR PARTICIPATION

- Qualifying developments must be existing units that require a maximum expenditure of less than $1,000 per assisted unit to comply with HUD Housing Quality Standards (HQS).

- Qualifying developments must be located in the City of Bloomington.

- Current residents of proposed PBA units must have incomes of less than 50% of the area median income to remain in a PBA assisted unit.

- New residents or vacancies in PBA assisted units must be filled by eligible families currently on the Bloomington HRA's Section 8 Waiting List. The Bloomington HRA will make available units to its Section 8 waiting list applicants within thirty (30) days of receiving the owner's notification of vacancy. Owners may establish tenant screening and selection procedures provided they are consistent with the PBA program criteria and are enforced uniformly.

- Owners of qualifying developments will be required to enter into a *Housing Assistance Payments Contract* with the Bloomington HRA for a period of not less than one year and not more than ten years.

- Qualifying developments must not have initiated construction or rehabilitation activities before executing an *Agreement to Enter into a Housing Assistance Contract.*

- Qualifying developments will have proposed Gross Rents that do not exceed the Fair Market Rents established by the Department of HUD for the City of Bloomington.

C. APPLICATION PROCEDURES

Bloomington HRA will advertise the availability of the PBA program, inviting interested parties to make application. Applications will only be selected from respondents to the published advertisements.

After receipt of the completed PBA applications, Bloomington HRA staff will conduct a review of the proposals and rank them in accordance with the established Bloomington HRA Selection Policies and their apparent adherence to applicable HUD regulations. Bloomington HRA may forward applications to HUD for review and approval of certain compliance issues.

Upon final ranking of the applications, the Bloomington HRA staff will within forty-five (45) days, make a recommendation to the HRA Board of Commissioners for formal approval to provide Project Based Assistance to the selected developments.

D. PROGRAM OPERATION

Housing Assistance Payments Contract

The HA must enter into a HAP contract with the owner. The initial HAP contract term may not be less than one year or more than ten years and may not extend beyond the ACC expiration date for the funding source from which the HAP contract is to be funded. The contract authority for the funding source must exceed the estimated annual housing assistance payments for all tenant-based and project-based HAP contracts funded from the funding source. Within these limits, the HA has the sole discretion to determine the HAP contract term. With HUD field office approval and at the sole option of the HA, HA's may renew expiring HAP contracts. The effective date of the HAP contract may not be earlier than the date of the HA inspection and acceptance of the unit. After commencement of the HAP contract term, the HA must make monthly housing assistance payments for each unit occupied under lease by a family.

Responsibilities of the HA

The HA must:

- Brief family in accordance with 983.203(d);
- Ensure that the amount of assistance attached to units is within the amounts available under the ACC; and
- Approve contract rent adjustments, and make rent reasonableness determinations.

Responsibilities of the Owner

The owner is responsible for:

- Performing all of the owner responsibilities under the Agreement and the HAP contract.
- Providing the HA with a copy of any termination of tenancy notification.

- Offering vacant, accessible units to a family with one or more members with a disability requiring accessibility features of the vacant unit an already occupying an assisted unit not having such features.
- To provide not less than one-year written notice to tenants and HUD of expiration or termination of the contract.

Family Participation

A family becomes a participant when the family and owner execute a lease for a unit with project-based assistance.

The HA will use the tenant-based waiting list for admission to the PBA program.

Participants must be selected from the HA waiting list in accordance with the admission policies section of HA Administrative Plan.

Before an HA elects to assign assistance to a specific unit, the HA must determine whether the unit is occupied by an eligible family.

Income Limits for Admission

An eligible applicant must be a “family” whose annual income does not exceed that applicable income limit as set by HUD.

Income Targeting

The HRA will admit to the project-based voucher program subject to the statutory income targeting requirements as the tenant-based program. In any fiscal year, at least 75% of the families admitted to a PHA’s voucher program must be families whose annual income does not exceed 30% of the median income for the area as determined by HUD.

The HA or owner may not select a family for admission out of order on the waiting list for purposes of selecting a relatively higher income family for admission.

See Section II. of the Section 8 Administrative Plan for more detailed information on preferences and eligibility.

Filling Vacant Units

When the owner notifies the HA of vacancies in the units to which assistance is attached, the HA will refer to the owner one or more families of the appropriate size on its waiting list.

A family that refuses the offer of a unit assisted under CFR 24 part 983 keeps its place on the waiting list.

The owner may only rent vacant units to eligible families referred by the HA from its waiting list. The HA must determine eligibility for participation in accordance with HUD requirements. If the HA does not refer a sufficient number of interested applicants on the HA waiting list to the owner within 30 days of the owner's notification to the HA of a vacancy, the owner may advertise for or solicit applications from eligible very-low income families. The owner must refer these families to the HA to determine eligibility.

The owner is responsible for screening and selection of tenants. The owner must adopt written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection and their right to request an informal review of their application.

Briefing of Families

When the family is selected to occupy a project-based unit, the HA must provide the family with information concerning the tenant rent, any applicable utility allowance and a copy of the HUD-prescribed lead-based paint brochure.

The family must also attend a briefing session and be provided with a full explanation of the following:

- Family and owner responsibilities under the lease and HAP contract.
- Information on Federal, State and Local equal opportunity laws.
- The fact that the subsidy is tied to the unit and that if the family moves from the unit after 12 months, they will be offered tenant based rent assistance.
- The family's options under the program, if the family is required to move because of a change in family size or composition.
- Information on the HA's procedures for conducting informal hearings for participants, including a description of the circumstances in which the HA is required to provide the opportunity for an informal hearing under 983.208 and of the procedures for requesting a hearing.

Continued Assistance for a Family when the HAP Contract is Terminated

If the HAP contract for the unit expires or if the HA terminates the HAP contract for the unit, the HA must issue the assisted family, in occupancy of a unit, tenant-based assistance, unless the HA does not have sufficient funding for continued assistance for the family.

The HA does not have to issue the family tenant-based assistance if the family is being denied or terminated because of the family's violation of family obligations.

If the unit is not occupied by an assisted family, then the available funds under the ACC that were previously committed for support of the project-based assistance for the unit must be used for the HA's tenant-based assistance program.

Amount of Rent Payable by Family to Owner

The amount of rent payable by the family to the owner must be the Tenant Rent.

Lease Requirements

The lease between the family and the owner must be in accordance with HUD regulations and requirements and include all provisions required by HUD and not include any provisions prohibited by HUD.

When offering an accessible unit to an applicant not having disabilities, the owner may:

- Require the applicant to agree to move to a non-accessible unit when one becomes available; and
- Incorporate the agreement into the lease.

Maintenance, Operation and Inspections

The owner must provide all the services, maintenance and utilities as agreed under the HAP contract.

- Housing assistance payments are subject to abatement or other applicable remedies if the owner fails to meet these obligations.

The HA must inspect each dwelling unit under HAP contract at least annually and as necessary to assure that the owner is meeting obligations to maintain the unit in decent, safe and sanitary condition and to provide the agreed upon utilities and other services.

Refer to Section IV, C. of the Section 8 Administrative Plan for details of the Housing Quality Standards and Inspections.

Overcrowded and Under-occupied Units

If the HA determines that a contract unit is not decent, safe and sanitary because of an increase in family size that causes the unit to be overcrowded based on the HA's subsidy standards:

- The HA must offer the family a suitable alternative unit if one is available, and
- The family shall be required to move.

If the HA does not have a suitable unit available within the family's ability to pay, the HA must offer Section 8 assistance to the family if it has sufficient funding.

The HA must otherwise assist the family in locating other standard housing in the HA's jurisdiction and within the family's ability to pay. The HA must require the family to move to such a unit as soon as possible.

The family must not be forced to move and the HA may not terminate the HAP contract for reasons stated above, unless the family rejects, without good reason, the offer of a unit that the HA judges to be acceptable.

Term of a Lease

The term of a lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year. The term may be less than one year if the remaining term of the HAP contract is less than one year.

The family must notify the HA and the owner in accordance with the lease before the family moves out of the unit. The lease may contain a provision permitting the family to terminate the lease on not more than 60 days advance written notice to the owner.

- In the case of a lease term being more than one year, the lease must contain a provision permitting the family to terminate the lease on such notice after the first year of term.

The owner may offer the family a new lease for a term beginning at any time after the first year of the term of the lease.

The owner must give the family a written notice of the offer at least sixty (60) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time for acceptance by the family. Failure by the family to accept the offer

of a new lease in accordance with this paragraph shall be “other good cause” for termination of tenancy.

Informal Review or Hearing

For the PBA program the applicable sections of informal reviews for applicants and informal hearings for participants are the same as for the Section 8 tenant-based programs. Refer to Appendix E of the Section 8 Administrative Plan.

Rent and Housing Assistance Payments

For the following components of the PBA program, the same rules of the Section 8 tenant-based program apply:

- Determination of the FMR/exception rent limit
- Determination of family income and composition
- Regular and interim examinations
- Utility allowance schedule

Refer to the appropriate section of the Section 8 Administrative Plan for detail.

Limits on Initial Rent to Owner

The initial rent to owner for a unit may not exceed the reasonable rent as determined by the HA.

The payment standard is determined by the HA in accordance with the rules for the Section 8 tenant-based assistance program. See Section III, of the Section 8 Administrative Plan.

Approval of Initial Rent

The HA approves the initial rent to owners for PBA units that are not HUD-insured or HA-owned.

For HA-owned PBA units or financed with a HUD insured multifamily mortgage, the initial rents must be approved by HUD.

Amount of Annual Adjustment

The adjusted rent to owner equals the lesser of:

- The reasonable rent as determined by the HA.
- The rent requested by the owner. Determination at the PHA’s sole descretion.

Reasonable Rent

The HA may not enter an agreement to enter into housing assistance payments contract until the HA determines that the initial rent to owner under the HAP contract is a reasonable rent.

During the term of a HAP contract, the rent to owner may not exceed the reasonable rent as determined by the HA.

The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.

To make this determination, the HA must consider:

- The location, quality, size, unit type and age of the contract unit.
- Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Initial Rent

Rents shall not exceed 100% of the established Fair Market Rent (FMR) or any HUD approved "exception payment standard".

Annual Adjustment

At least annually during the HAP contract term, the HA must re-determine that the current rent to owner does not exceed a reasonable rent.

In determining annual adjustment of rent to the owner, the adjusted rent to the owner must not exceed a reasonable rent as determined by an HA "comparability study".

By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

Other Subsidies

The HA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants to other subsidized financing.

For provisions prohibiting PBA to units in certain types of subsidized housing, see CFR 983.7(c).

Housing Assistance Payment

The monthly housing assistance payment equals the gross rent minus the higher of:

- The total tenant payment
- The minimum rent as required by law

Family Share

The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.

BLOOMINGTON HOUSING & REDEVELOPMENT AUTHORITY
In and for the CITY OF BLOOMINGTON

ADMISSION

AND CONTINUED OCCUPANCY POLICIES

LOW RENT PUBLIC HOUSING

September 7, 2010

The Bloomington HRA complies with all applicable provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all HRA services, programs, and activities. The HRA has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 as mandated by the U.S. Department of Housing and Urban Development regulations. For information, contact the HRA, 1800 West Old Shakopee Road, Bloomington, MN 55431-3027; (952)563-8733 (Voice); (952)563-8740 (TTY).

Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.

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PART 1

INTRODUCTION

This document sets forth policies for the operation of the Housing and Redevelopment Authority's (HRA) Public Housing units. These units are funded by the Department of Housing and Urban Development. Policies are generally updated annually to reflect policy changes or relevant changes in Federal regulations or policies. However, changes in Federal regulations may occur that supersedes policies set forth in this document.

PART 2

DEFINITIONS

1. *Adjusted Income*: Annual Income Less:

   A. $480 for each Dependent;

   B. $400 for any Elderly Family;

For any family that is not an elderly family but has a handicapped or disabled member other than the head-of-household or spouse/co-head, handicapped assistance expenses in excess of three (3) percent of Annual Income but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person;

   D. For any Elderly Family:

      1. That has no handicap assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three (3) percent of annual income;

      2. That has handicap assistance expenses greater than or equal to three (3) percent of annual income, an allowance for handicapped assistance expenses computed as defined in Paragraph C, of this Section, plus an allowance for medical expenses that is equal to the family's medical expenses;

      3. That has handicapped assistance expenses that are less than three (3) percent of annual income, an allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three (3) percent of annual income;

   E. Child Care Expenses.

2. *Annual Income*:

   A. Annual income is the anticipated total income from all sources received by the Family head and spouse/co-head (even if temporarily absent) and by each

additional member of the Family, including all net income derived from assets, for the twelve (12) month period following the effective date of initial determination or reexamination of income, exclusive of certain types of income as defined in Paragraph C, of this Section.

B. *Annual Income includes, but is not limited to*:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;

3. For assets held by the family with a combined net value of $5,000.00 or greater, the interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowances for depreciation is permitted only as defined in Paragraph (B)(2), of this Section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay, except as defined in Paragraph (C)(3), of this Section;

6. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

   (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

   (b) The maximum amount the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage. If the Family's Welfare Assistance is reduced because of fraud or failure to participate in an economic self-sufficiency program or comply with work activities requirement, the amount calculated will not be based upon the reduced benefit, but the full grant amount possible if requirements were met.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions and gifts received from persons not residing in the dwelling; and

8. All regular pay, special pay and allowances of a member of the Armed Forces, except as defined in Paragraph (C)(7), of this Policy.

C. *Annual Income does not include the following:*

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children;

3. Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, deferred periodic payments received in a lump sum from SSI and Social Security, except as defined in Paragraph (B)(5), of this Section;

4. Amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a Live-in Aide, as defined in #13 of this Section;

6. Amounts of scholarships funded under Title IV of the Higher Educational Act of 1965, including awards under the Federal Work Study Work Program or under the Bureau of Indian Affairs student assistance programs;

7. The special pay to a Family member in the Armed Forces who is exposed to hostile fire;

8. (a) Amounts received under training programs funded by HUD;

   (b) Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or

   (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

9. Temporary, nonrecurring or sporadic income (including gifts);

10. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937;

11. Payments to volunteers under the Domestic Volunteer Services Act of 1973;

12. Payments received under the Alaska Native Claims Settlement Act;

13. Income derived from certain submarginal land of the United States that is held in trust for certain Indian Tribes;

14. Payments or allowances made under the Department of Health and Human Services, Low-Income Home Energy Assistance Program;

15. Payments received under programs funded in whole or in part under the Job Training Partnership Act (JTPA);

16. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;

17. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of the Interior;

18. Payments received from programs funded under Title V of the Older Americans Act of 1965;

19. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation;

20. Payments received under the Maine Indian Claims Settlement Act of 1980;

21. The value of any child care provided or arranged (or any amounts received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;

22. Any earned income tax credit.

23. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law:
        ii. Is funded by the Federal, State or local government:
        iii. Is operated or administered by a public agency; and

iv. Has as it objective to assist participants in acquiring employment skills.

b. Exclusion period means the period during which the family members participates in a program described in this section , plus 18 months from the date the family member begins the first job acquired by the family member after substantial completion of such program that is not funded by public housing assistance under the 1937 Act.
If the family member is terminated from employment with good cause, the exclusion period shall end.

c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

24. The incremental earnings due to employment during a cumulative 12 month period following date of the initial hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for another earned income disregard. Additionally, this exclusion is only available to the following families:

a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

b. Families whose income increases during the participation of a family member in any self-sufficiency or other job training program.

c. Families who are or were, within 6 months, assisted under a State TANF or Welfare to Work program.

During the second cumulative 12 month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of any individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

D. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period. Clients with a history of

temporary and/or sporadic employment will have income derived from temporary/sporadic employment annualized for the purpose of calculating rent.

3. *Child Care Expense*: Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

4. *Dependent*: A member of the Family household (excluding foster children) other than the Family head or spouse/co-head, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full-time Student.

5. *Disabled Person*: A person under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or who has a developmental disability as defined in

   Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

6. *Displaced Person*: A person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

7. *Drug Free Zone*: Any public housing unit administered by HRA plus the area within 300 feet of the property's boundary, or one city block, whichever distance is greater, shall be free of selling, possessing, or possessing with intent to sell any illegal controlled substance. The courts will impose maximum sentencing penalties for unlawful controlled substance crimes committed within this defined zone. (Section 1. Minnesota Stat. 1990, section 152.01 subd. 19)

8. *Elderly Family*: A Family whose head or spouse/co-head (or sole member) is an Elderly, Disabled or Handicapped Person. It may include two (2) or more Elderly, Disabled or Handicapped Persons living together, or one or more of these persons living with one or more Live-in Aides.

9. *Elderly Person*: A person who is at least 62 years of age.

10. *Family:* Two or more persons who are either related by blood, marriage, or adoption, or will sustain a stable family relationship over a period of time by sharing expenses and familial responsibilities, sharing residency, with all income and resources available to meet the family's needs.

11. *Flat Rent Rate*: Rent based upon rents approved for the Section 8 program for Bloomington.

12. *Full-Time Student*: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

13. *Handicapped Assistance Expenses*: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

14. *Handicapped Person*: A person having a physical or mental impairment that; (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes his/her ability to live independently; and (c) is of such nature that such ability could be improved by more suitable housing conditions.

15. *Live-In Aide*: A person who resides with an elderly, disabled, or handicapped person(s) and who; (a) is determined by the HRA to be essential to the care and well being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.

16. *Lower Income Family*: A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower on the basis of its finding that such variations are necessary because of prevailing levels of constructions costs or unusually high or low family incomes.

17. *Medical Expenses*: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered any insurance.

18. *Minimum Rent* – Minimum rent shall be $50.

19. *Monthly Adjusted Income*: One twelfth of Adjusted Income.

20. *Monthly Income*: One twelfth of Annual Income.

21. *Near Elderly Family*: A family whose head or spouse/co-head (or sole member) is at least 50 years of age and below the age of 62 years.

22. *Net Family Assets*: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income as defined in Paragraph (B)(3), of this Section. Net Family Assets shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

23. *Public Housing Agency (PHA)*: Any State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

24. *Single Person*: A person who lives alone or intends to live alone and who does not qualify as an elderly family or a displaced person or as the remaining member of a tenant Family.

25. *Single Room Occupancy (SRO)*: A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and which is suitable for occupancy by a single eligible individual capable of independent living.

26 *Tenant Rent* (Income-based): The amount payable monthly by the Family as rent to the HRA. Where all utilities (except telephone) and other essential housing services are supplied by the HRA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the HRA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the applicable Utility Allowance.

27. *Total Tenant Payment*: The monthly amount calculated as defined in Part 8, of this Policy.

28. *Utility Allowance*: If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an

amount equal to the estimate made or approved by the HRA or HUD will be used in calculating rent. The estimated utility allowance amount is based upon the monthly cost of a reasonable consumption of such utilities by an energy-conservation household of modest circumstances on a rolling basis.

29. *Utility Reimbursement*: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.

30. *Very Low-Income Family*: A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

31. *Welfare Assistance*: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

PART 3

ELIGIBILITY REQUIREMENTS

1. *Profile Requirements*:

To be eligible for admission, an applicant must meet the following qualifications:

A. *Income Limits* - To be financially eligible, the applicant family must meet the income limits as defined in Appendix A; and

B. *Family* - Two or more persons who are either related by blood, marriage, or adoption, or will sustain a stable family relationship over a period of time by sharing expenses and familial responsibilities, sharing residency, with all income and resources available to meet the family's needs.

C. *Citizenship/Eligibility Status* - Each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Action of 1980. (This includes adults and minors.)

D. *Social Security Number Documentation –* All family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

2. *Non-Economic Eligibility Criteria*:

In determining eligibility, the following factors shall apply:

A. Whether the conduct of the applicant in present or prior housing has been such that admission to the program may adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for the HRA to deny eligibility:

1. An applicant's past poor performance in meeting financial obligations, especially rent and utilities;

2. A record of disturbance of neighbors, destruction of property, or unacceptable living or housekeeping habits;

3. Involvement in criminal activity involving crimes of physical violence to persons or property or a record of other criminal acts which would

adversely affect the health, safety, or welfare of other residents. Includes engaging in the use of an illegal drug or if the HRA has reasonable cause to believe that a household member's illegal use or pattern of illegal use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. Evidence of fraud in connection with any Federal housing program.

4. A record of lease termination from housing (taking into account date and circumstance).

5. Denied for life – If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property (project based and/or tenant based);

6. Denied for life – If any family member has a lifetime registration under a State sex offender registration program.

7. Failure to disclose previous residential history, criminal history, alias names, lease terminations, or housing assistance.

8. If any household member was evicted from federally assisted housing for drug-related criminal activity within three years. The three years begins on the date of the eviction.

9. If there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or neighbors.

B. In determining eligibility for admission, the HRA shall rely upon sources of information which may include, but not be limited to, the applicant (by means of interviews and/or home visits) Authority records, previous landlords, credit reports, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances.

All adult applicants will be required to sign consent forms allowing the HRA to perform a criminal background check(s) to determine eligibility. Information sources may include, but are not limited to the Bloomington Police Department, Minnesota Bureau of Criminal Apprehension, and the Federal Bureau of Investigation.

C. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects for example: evidence of rehabilitation; evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and availability of such programs; evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

If a household member has committed acts that would require denial of admission or termination of tenancy, the HRA may require the household to exclude the offending family member to be admitted to the program or to continue to reside in the assisted unit.

3. The HRA must promptly notify any applicant determined ineligible for admission to a project of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, an opportunity for an informal hearing on such determination.

The applicant may request an informal hearing if he/she does not agree with the decision to deny admission to the program. The request must be written, directed to the HRA, signed and dated and received within ten working days from the date of the denial letter. The HRA will arrange for a hearing officer and advise the applicant of the time and date of the hearing. The hearing officer will be a person not involved in the decision to deny participation. After the hearing, the decision of the hearing officer will be mailed to the applicant at the address he/she has provided to the HRA within ten working days. Program Applicants are not eligible for the Participant’s Grievance Procedures.

PART 4

VERIFICATIONS

1. As a condition of admission to, or continued occupancy of, any assisted unit under the public housing program, the HRA shall require the family head and other such family members as it designates to execute a HUD approved release and consent authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or release to the HRA and to HUD such information as the HRA or HUD determines to be necessary. The HRA shall also require the family to submit directly documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's adjusted income or tenant rent, for verifying related income, or for monitoring compliance with equal opportunity requirements. The use of disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this part or applying for assistance.

2. Tenant files will contain documentation of all verifications.

3. All income and assets (if total value is $5,000.00 or greater) will be verified by third parties at the time of the reexamination. If a third party verification is not possible, then checking W-2 Forms, or check stubs, viewing checks in payment of pensions, social security, alimony, etc will be sufficient. All steps or investigations to insure accuracy of income and asset determinations will be made and will be documented in the files of the tenant. Social security amounts will be determined by adding COLA to the last verified amount.

4. The HRA will verify the identity of all household members at admission to the program or before being added to an existing program unit. Acceptable verification of identity for adults are: State issued current driver's license or identification card; US Military ID; US Passport; naturalization or legal non-citizen documents; and/or certificate of birth. Any documentation that does not include a photograph of the adult must be accompanied by an acceptable document with a photograph. Acceptable verification of identity for children are: certificate of birth, adoption documents, and/or custody agreement.

   The HRA will verify the guardianship status of any minor before admission to the program or being added to an existing program unit. Acceptable verification of guardianship status is: documentation of court-ordered guardianship, verification from State or County officials, and/or tax records showing status as a dependent of

household head. Absent these documents, the HRA may accept a notarized Certificate of Substitute Caretaker.

PART 5

TENANT SELECTION AND ASSIGNMENT POLICIES

The Tenant Selection and Assignment Policies have been designed by the HRA to take into consideration the needs of individual families for low-income housing and the statutory purpose in developing and operating a socially and financially sound low-income housing program which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole.

As required by HUD, the HRA will reserve at least 40% of its units for persons making less than 30% of the median income. This policy may be waived if the percentage of persons on the HRA Section 8 Rent Assistance Program exceed the percentage applicable for this program.

If the HRA has met the requirements stated in the previous paragraph the Authority, in order to attain a tenant population with a broad range of incomes representative of low-income families in the HRA's jurisdiction, will select tenants from the waiting list with rent paying ability sufficient for the HRA's housing program to maintain financial stability. Selection of persons below 30% of median will continue, even if the required percentages have been achieved, if their application is ranked higher than a household making more than 30%. If financial constraints require higher income admission, the HRA will take formal action prior to admitting lower ranked high-income households.

In order to attain these goals:

1. On an annual basis, the HRA will analyze the income levels of the families residing in public housing and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration policies to implement.

2. The HRA will not discriminate against any applicant because of race, color, religion, age, sex of household head, national origin, familial status, sexual orientation, handicap or receipt of public assistance. The HRA will not automatically deny admission to a particular group or category of otherwise eligible applicants.

3. The HRA will accept applications from all interested persons, up to a maximum of 500 applicants to be placed on the two bedroom waiting list and the 500 applicants on the three bedroom waiting list. Once all income eligible applications are received, a lottery will be conducted for a spot on the waiting lists. The HRA will inform each applicant if

they have won a position on the list or not. Each applicant will be assigned his/her appropriate place on a community-wide basis in sequence based upon their position assigned by the lottery, suitable type or size of unit, and factors affecting preference or priority established by the Local HRA's regulations. At a given time, the applicant first on the waiting list shall be offered a suitable unit. If the applicant rejects the unit offered the applicant will go to the bottom of the appropriate category. When the applicant is again first on the list, they will again be offered a unit. If the applicant again rejects the unit offered, the Family will be removed from the waiting list. A Family that is on a Section 8 waiting list will not lose its place on that waiting list by applying for the HRA's public housing projects.

In carrying out the above plan, should the applicant present to the satisfaction of the Local HRA clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship not related to considerations of race, sex, religion, color, national origin or language, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant however the applicant will be placed at the bottom of the appropriate category.

4. The HRA, in selecting eligible applicants to fill available units of suitable size, will give preference to applicants who live or work in Bloomington.

   Applicants who qualify for this Preference must live, work, or be hired to work in Bloomington at the time of their initial application or anytime thereafter until assistance is available. Or, an applicant must be enrolled in a recognized training and counseling program in Bloomington designed to assist the applicant family in becoming self-sufficient or reduce their dependency on welfare and other assistance programs. Or, an applicant who is in a recognized Bloomington school with a college degree, diploma or certificate program, and is enrolled in at least one class with lab or two classes per quarter or semester (verifiable via fee statements and grade transcripts). A Preference will also be given to those disabled applicants who utilize established service providers located within the City of Bloomington.

5. Reassignment or transfers to other dwelling units shall be made without regard to race, color, national origin, religion, familial status, sex, age or handicap as follows:

   A. Tenants shall not be transferred to a dwelling unit of equal size except for alleviating hardships as determined by the HRA Administrator or his/her designee;

   B. Transfers shall be made to correct occupancy standards;

C. Transfers required to comply with occupancy standards shall take precedence over new admissions.

6. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the tenants or project environment the HRA will follow the requirements as defined in Part 2, (2)(B) of this Policy.

PART 6

OCCUPANCY STANDARDS

Dwelling units will be assigned as follows:

A. No more than two (2) persons will be required to occupy a bedroom;
B. A live-in care attendant who is not a member of the family will not be required to share a bedroom.

Following is the range of persons per bedroom:

NUMBER OF BEDROOMS	*NUMBER OF PERSONS*	
	Minimum	*Maximum*
2	2	4
3	3	6
4	4	8
5	5	10

If, because of a physical or mental handicap of a household member or a person associated with that household, a family may need a unit that is larger than the unit size suggested above. A physician must document such need in writing or other professional deemed acceptable to the HRA.

Such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. Such family may be transferred to the proper size unit as soon as one becomes available.

PART 7

WAITING LIST

1. Two waiting lists will be maintained for all low rent properties. One waiting list will consist of apparently eligible two bedroom households and one waiting list will consist of apparently eligible three bedroom households. The Bloomington HRA will place each family on the waiting list they qualify for based on household size. Some families will be placed on both waiting lists. Each waiting list will consist of apparently eligible applicants, based on type and size of unit required, factors affecting preference, and date and time the application was received. Application forms will be completed to the extent that all factors of eligibility are included and the HRA can make a determination on the apparent eligibility status of the applicant.

2. Contact will be made annually with apparently eligible persons on the waiting list to keep a current list of persons actually remaining interested in, and apparently eligible for housing. Those persons not responding to this yearly inquiry will be removed from the waiting list.

3. Applications of persons on the Waiting List will be administered as set forth in Part 4 and Part 5 of this policy.

4. In accordance with the settlement of the Holman consent decree, at least four units of the Lyndale Townhome project may be leased to applicants from the waiting list for Public Housing maintained by the Minneapolis Public Housing Authority, in accordance with their admissions and occupancy policy. Any remaining units will be from the Bloomington HRA waiting list, in accordance with the policies set forth herein.

PART 8

SCHEDULE OF RENTS

The Total Tenant Payment shall be the highest of the following Income Based Rents, rounded to the nearest dollar:

A. 30% of monthly adjusted income;
B. 10% of monthly income; or
C. $50 minimum rent;
D. If the family receives welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing cost, is specifically designated by such agency to meet the family's housing cost the monthly portion of such payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

OR

A Flat Rent, which is based on the Section 8 Approved Rents set by the Section 8 Program in Bloomington. A family has the choice of an income-based rent, or a flat rent. Families may switch from a flat rent to an income based rent due to hardship reasons. For families choosing the flat rent, the HA will reexamine the family's income at least once every three years.

Rent is due on the first day of each month. If not paid on the fifth of the month a $20.00 late fee will be assessed. If for any reason tenant's rent will be delayed beyond the fifth, tenant must contact HRA with an explanation. If landlord agrees to an extension, a written agreement will be signed by the tenant indicating the date on which the tenant will make full payment of the rent including the late fee. A charge of $25.00 will also be assessed for checks returned for non-sufficient funds or account closed.

Failure to pay rent by noon on the 5th day without prior HRA notification will result in a Notice of Termination to be issued to the tenant on or after the 5th day demanding payment in full or the surrender of the premises.

PART 9

ADDITIONAL CHARGES

1. *Security Deposit*:

Each Tenant is required to pay a security deposit in an amount determined by the HRA. Such payments must be made prior to occupancy, unless other arrangements are made with the management. The security deposit will be held until the tenant moves out and will be returned within twenty-one (21) days with interest if the following conditions are met:

A. There is not unpaid rent or other charges for which the tenant is liable;

B. The property and all equipment are left reasonably clean and all trash, debris, and personal property has been removed by the tenant;

C. There is no breakage or damage which is not due to normal wear; and

D. All keys issued to the tenant are turned into the Management Office when the tenant vacates the apartment.

E. The tenant discloses, in writing, a forwarding address.

The security deposit may not be used during occupancy to pay charges. Interest on the security deposit must be returned to the tenant and can not be applied toward unpaid rent or other charges. The amount of Security Deposit required is defined in Appendix B.

2. *Excess Utility Consumption*:

Where the utilities are included in the contract rent the HRA will charge each tenant for utility usage in excess of reasonable amounts. These charges will be determined either by individual check metering and the HRA will charge for actual usage in excess of the established necessary amounts. Failure to make payment within the time limit set in the notice to the tenant will result in the assessment of a $20 late fee added to the amount owed.

3. *Sales and Service Charges*:

The HRA will charge the tenant for any damage to a dwelling unit, appliances, and /or grounds, which are beyond normal wear and tear or are due to abuse or neglect by the tenant or the tenant's guest. There are also charges for certain

equipment and services such as grass cutting. Failure to make payment within the time limit set in the notice to the tenant will result in the assessment of a $20 late fee added to the amount owed.

4. Inoperable, Damaged, or Removed Smoke Detectors or Carbon Monoxide Detectors; or Blockage of Bedroom Windows Designated as Fire Exits

To ensure the safety of all residents of program units, the HRA will impose penalties in accordance with the following schedule for: (1) if it is determined that the tenant caused, through action or neglect, any smoke detector installed in the unit to become inoperable, damaged, battery is allowed to go dead and/or has removed the unit; (2) the tenant places furniture or other obstruction in front of any bedroom windows that has been designated as egress for a fire exit, or blocks passage to such window. The penalties will be in addition to any repair or service call charges.

First Offense	$25 Penalty
Second Offense	$75 Penalty
Third Offense	Lease Termination

PART 10

LEASING

1. Prior to admission a lease shall be signed and dated by the family head and spouse/co-head, and all persons 18 and over, and by the HRA. Full names of all members of the household will be listed on the lease.

2. The lease is to be current at all times and must be compatible with HRA Policies as well as state and Federal law.

   The allowable length of stay for guests is 30 days total during a one-year period unless the HRA has sent prior approval in writing. Mail may not be accepted for anyone not listed on the lease per Section I of the current lease.

3. Notices of Rent Adjustments will be issued to amend the dwelling lease. This procedure provides formal acknowledgment of the rent change and documents that appropriate notice has been provided to tenants who incur rent increases. The notice amends only the amount of rent due and does not constitute a new lease.

   Documentation will be included in the tenant file to support proper notice.

4. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the HRA office and shall be furnished to applicants and tenants on request. The Resident Handbook will be given to tenants upon signing the lease. Such schedules, rules and regulations may be modified from time to time, provided that at least 60 day written notice is given, to each affected tenant, setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective.

   A copy of such notice shall be:

   A. Delivered directly or mailed to each tenant; or

   B. Posted in the HRA office.

5. Modifications or revisions of the Lease may occur at the HRA's discretion. Tenant shall sign such modifications or revisions to the Lease (other than rent amount revisions) after the HRA gives a 60 days calendar notice stating effective date of such revisions. Failure to sign any revision is grounds for Lease termination.

PART 11

REEXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

1. The HRA must reexamine income and composition of all tenant families at least once every twelve (12) months for income-based rents, and every 3 years for flat rate rents, and determine whether the family's unit size and rent amount is still appropriate.

2. Families with zero or minimal (less than $100 per month) reported income will be recertified every 90 days and required to complete a zero income questionnaire/statement. Zero income will be confirmed by sending verifications to last known employers, and income sources, State Wage Data Departments, Social Security Administration, and other public welfare agencies. The HRA will schedule a recertification meeting every 90 days in the HRA office until household income is no longer zero/minimal. All cash and non-cash contributions to support the household will be considered as household income. Families must provide documentation of household expenses and how the expenses are paid.

3. The HRA will require a written application from each family, signed by the head of the family and all adult family members which will set forth in adequate detail all data and information necessary to enable the HRA to determine; (1) the rent to be charged; and (2) the size of the apartment required.

   Verifications will be required as defined in Part 4, of this Policy.

4. Once rent is established, such rental rate shall remain in effect until the next annual reexamination, special reexamination or an interim rent adjustment for an unanticipated change in income or family composition. All income changes must be reported in writing, within 7 days of the change. Anytime any of the following circumstances occur rent and income will be reviewed and rent adjusted as defined in Part 8, of this Policy:

   A. A change in Family Income which would lower the rent as defined in Part 8, of this Policy;

   B. A change in Family composition that would increase/decrease the rent as defined in Part 8, of this Policy.
   C. The current rental payment was calculated for a temporary time period.
   D. There is a change in HUD regulations requiring an income review.
   E. A household transitions from zero income to having income.

F. Earned income disregards end, phase-in or begin.

G. The household had previously requested an interim rent decrease and has experienced an increase in household income.

5. Increases in rent resulting from reexaminations reviews are to be effective the first of the second month following the change.

6. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Standards in Part 6, Management shall give notice of at least thirty (30) days to the tenant that the tenant will be required to move to another unit, or the HRA will issue a Section 8 Voucher.

7. New persons may not be added to the household without the HRA's prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the HRA. The HRA will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit. A permanent household member is a person who has been approved to be added by the HRA as a result of marriage, birth, formal adoption, court-awarded custody; or has been a HRA approved household member for a minimum of 12 months.

   The HRA requires documentation to verify the permanent absence of an adult family member before they will be removed from the household. Such documentation to verify the absence is: proof of another home address, including a valid lease or utility bill; valid drivers license with another home address; court issued order for protection; restraining order barring the member from the assisted unit; or documentation of incarceration including length of sentence.

8. In the event that it is found that a tenant has failed to provide information to the HRA or misrepresented to the HRA the facts upon which his/her rent is based, so that the rent paid is less than should have been charged, the increase in rent shall be made retroactive to the date the change should have been made. If the HRA determines that tenant has gained admission or remained in occupancy in the HRA's project through tenant's willful misrepresentation of income or assets, the HRA shall terminate the lease. Tenants will be required to repay amounts owed the HRA.

9. The Bloomington HRA will adjust rent according to mandated earned income disregards as defined in Part 2,Sections 23 and 24.

10. The HRA will utilize HUD's Enterprise Income Verification (EIV) system to verify a household's income and/or true circumstances. The HRA will review the household's

EIV report(s) at least annually to ensure that the household is accurately reporting income to the HRA. Any discrepancies will be handled as described below.

PART 12

LEASE TERMINATIONS

1. The tenant may terminate the lease by providing the HRA with two month's plus one day written notice as defined in the lease agreement.

2. The lease may be terminated by the HRA at any time by giving written notice for good cause such as, but not limited to;
   (a) nonpayment of rent or other charges including due under the Lease, or repeated chronic late payment of rent;
   (b) failure to pay tenant paid utilities;
   (c) failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification;
   (d) failing to meet community service requirements,
   (e) assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
   (f) use of the premises for purposes other than solely as a dwelling unit for the Tenant and the Tenant's household as identified in the Lease, or permitting its use for any other purpose;
   (g) any criminal activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents or employees of the HRA;
   (h) any drug-related criminal activity on or off the premises, PUBLIC HOUSING IS A DRUG FREE ZONE;
   (i) if any member is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing;
   (j) a member's abuse or pattern of abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents and/or neighbors;
   (k) a member furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation;
   (l) failure to abide by necessary and reasonable rules made by the HRA for the benefit and well being of the housing project and the Tenants;
   (m) tenant may not engage in_any activity, criminal or otherwise, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the landlord;
   (n) tenant may not engage in criminal activity any time. Such activity is cause for lease termination even without conviction or arrest. Also including, but not limited to those established in the Resident Handbook (Appendix D);
   (o) if a member is fleeing to avoid prosecution, or custody for a crime that is a felony under the laws of the place that individual is fleeing (except New Jersey where it is a high misdemeanor);

(p) a member is violating a condition of probation or parole imposed under State or Federal law;
(q) failure to abide by applicable building and housing codes.
(r) failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
(s) failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
(t) acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
(u) damage, removal or rendering inoperable the landlord provided smoke detectors; or placement of furniture as to block widows designated as fire exits, as detailed in part 9.
(v) failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas;
(w) for complaints received due to loud parties, for police calls to property due to disturbances,
(x) any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors;
(y) or other good cause.
(z) The family has failed to acquire HRA approval to add an additional household member, guest or visitor, and they have resided in the assisted unit over thirty (30) days within a 12-month period

If the HRA proposes to terminate the Lease, written notice of the proposed termination will be given as follows:

A. At least fourteen (14) days prior to termination in the case of failure to pay rent;

B. A reasonable time based on the urgency of the situation in the case of; a creation or maintenance of a threat to health or safety of other Tenants or Landlord's employees,

C. At least thirty (30) days prior to termination in all other cases.

3. Notice of termination to tenant shall state reasons for the termination, shall inform the tenant of his/her right to make such reply as he may wish and of his right to request a hearing as defined in Part 14, of this Policy.

Any criminal record received by the HRA from a law enforcement agency will be maintained confidentially; not misused or improperly disseminated; and destroyed once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HRA's action, as stated in program regulations.

Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either the landlord or the personal representative of the Tenant's estate may terminate this Lease upon at least one month plus one day written notice, to be effective on the last day of a calendar month. If full notice is not given, the Tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of the Lease under this section does not release the Tenant's estate from liability either for payment of rent or other amounts necessary to restore the premises to their condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

4. Grievances or appeals concerning the obligations of the tenant or the HRA under the provisions of the Lease shall be processed and resolved as defined in Part 14, of this Policy, which is in effect at the time such grievance or appeal arises. The HRA is not required to provide for a grievance hearing when the tenant owes any outstanding rent or other charges to the HRA unless the grievance concerns the amount of such rent or charges and such amount is placed in escrow as required by the Grievance Procedure of the HRA.

PART 13

IN-HOME BUSINESS IN HRA-OWNED HOME

No resident shall establish a business that is based out of the HRA-owned home without written consent by the HRA. The request must be submitted in writing and provide the following information:

- Name under which business will be operated, if applicable.
- Employees, if any.
- Hours of operation.
- General description of activity.

If the business is daycare:

1. Hennepin County must license the daycare provider and a copy of the license must be provided to the HRA initially and at each annual Public Housing recertification.
2. The tenant must pay any costs associated with obtaining the license.
3. The HRA may approve only minor alterations to the home to facilitate the operation of a daycare. All costs will be at the tenant's expense. The HRA must approve any alterations in writing before the alteration is made. Once the business is closed or the tenant has given notice to move, any alterations must be repaired to move-in condition, with all costs of the restoration paid by the tenant.
4. The daycare provider must be insured and a copy of the certificate of insurance must be provided to the HRA. The HRA must be named as an additional insured on the insurance policy with a notification requirement if the policy is terminated.
5. Verification of income will be made from the resident's income tax form.
6. Proper permits will be obtained as required by the Bloomington Code.
7. The HRA limits the number of children receiving daycare services to five (5), regardless of age.
8. The hours of operation of the daycare shall be limited to no earlier than 6:00 a.m. to no later than 6:30 p.m.
9. Any costs for repairs, beyond ordinary wear and tear, to the HRA owned-home as a result of the daycare business will be the responsibility of the tenant.
10. The tenant will conduct themselves and cause customers, children, guests, and other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their homes.

The HRA will terminate the lease of the family for failure to meet any of the above conditions.

Other types of businesses:

1. Any alterations necessary to the home must be approved in writing by the HRA.
2. Any business equipment needed must be installed properly by licensed workers.
3. If the business does not continue for any reason, the tenant will restore home to it's move-in condition at their expense.
4. The business must not create excessive wear and tear on the home.
5. The business must not create a nuisance to the surrounding neighbors.
6. The HRA must be named as an additional insured in the insurance policy covering the business. The business must be insured with the HRA named in the policy as not held responsible for any problems arising during the course of the business. Proof of insurance must be provided to the HRA.
7. Verification of income will be made from the resident's income tax form.
8. Proper permits will be obtained as required by the Bloomington Code.
9. All business conducted must be lawful.

PART 14

GRIEVANCE PROCEDURES

1. *Definitions*:

   A. A "*Grievance*" is any dispute which a tenant may have with respect to HRA action or failure to act in accordance with the individual tenant's lease or HRA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

   B. A "*Complainant*" is any tenant whose grievance is presented to the HRA or at the project management office informally or as part of the informal hearing process.

   C. A "*Tenant*" is the adult person(s) (other than live-in aide) who resides in the unit, and who executed the Lease with the HRA as lessee of the dwelling unit, or, if no such person now resides in the unit, one who resides in the unit, and who is the remaining head-of-household of the tenant family residing in the dwelling unit.

   D. A "*Hearing Officer or Panel*" shall mean an impartial, disinterested person or persons selected to hear grievances and render a decision.

   E. The "*Elements of Due Process*" shall mean a lease termination action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

      1. Adequate notice to the tenant of the grounds for terminating the tenancy;

      2. Right of the tenant to be represented by counsel;

      3. Opportunity for the tenant to refute the evidence presented by the HRA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

      4. A decision on the merits.

2. *Grievance Procedure*: Grievance procedures are not applicable to disputes between tenants, disputes not involving the HRA, or class grievances.

A. *Informal Grievance Procedures*:

1. Any grievance shall be presented in writing, signed and dated by the Complainant to the HRA office. The grievance must be presented within a reasonable time, not in excess of the first working day after the tenth (10th) day after receiving notice from the HRA of action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify; (a) the particular ground(s) upon which it is based; (b) the action requested; and (c) the name, address and telephone number of Complainant and similar information about his/her representative, if any.

2. A meeting will be held after receipt of the grievance the purpose of this initial contact is to discuss and hopefully resolve grievances without the necessity of a formal hearing.

3. Within ten (10) working days, a summary of this discussion will be given to the Complainant by a HRA representative, one copy to be filed in the HRA's tenant file.

4. The summary will include; names of participants date of the meeting, nature of the proposed disposition, and specific reasons therefore; and shall specify steps by which a formal hearing can be obtained if the complainant is not satisfied.

5. After exhausting procedures outlined above, if the Complainant is dissatisfied with the proposed disposition of the grievance, he/she is entitled to a hearing before a Hearing Officer or Panel. He/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.

6. If the Complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing, and the HRA's proposed disposition of the grievance will become final. Failure to request a hearing shall in no way constitute a waiver of the Complainant's right to contest the HRA's disposition of his/her grievance in an appropriate judicial hearing.

3. *Procedures to Obtain a Hearing*:

A. *Informal Prerequisite*:

1. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure as defined in Section 2(A)(1) above,

as a prerequisite to a formal hearing. If the Complainant shall show good cause why he/she failed to proceed as defined in Section 2(A)(1) above, to the Hearing Officer or Panel, the Hearing Officer or Panel may waive the provisions of this subsection.

2. If the Complainant does not request a hearing within the time period allowed in Section 2(A)(5) above, he/she waives his/her right to the hearing, and proposed disposition of the grievance will become final. This shall not; however, constitute a waiver of the Complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.

B. *Escrow Deposit*:

1. Before a hearing is scheduled in any grievance involving an amount of rent the HRA claims is due, the Complainant shall pay to the HRA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

2. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Official or Panel.

3. The requirements as defined in Section 3(B)(1) and (2) above, may be waived by the HRA in extraordinary circumstances.

4. Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.

5. Failure to make such payments shall not constitute a waiver of any right the Complainant may have to contest the HRA's disposition of his/her grievance in any appropriate judicial proceeding.

4. *Selection of a Hearing Officer or Panel*:

The Hearing Officer shall be an impartial, disinterested person(s) appointed by the HRA, other than a person who made or approved the HRA action under review or a subordinate of such person.

5. *Scheduling*:

A. Upon Complainant's compliance with Section 3(A) and (B) above, a hearing shall be scheduled by the Hearing Officer or Panel promptly for a time and place reasonably convenient to both the Complainant and the HRA.

B. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate HRA official.

6. *Bypassing the Grievance Procedure (24 CFR 966.51 (2))*

A court may provide the elements of due process, and the HRA may bypass the grievance procedure involving terminating tenancy for: Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of premises of other residents, neighbors or employees of HRA;

Any drug related criminal activity on or off the public housing premises.
The HRA may evict occupants through judicial lease termination procedures without providing the opportunity for a hearing.

Under these circumstances, the HRA may terminate the Lease and file a court proceeding seeking to evict the tenant through judicial lease termination proceedings without providing the opportunity for a grievance hearing.

7. *Procedures Governing the Hearing*:

A. The hearing shall be held before a Hearing Officer or Panel as appropriate.

B. The Complainant shall be afforded a fair hearing providing the basic safeguard of due process which shall include:

1. The opportunity to examine before the grievance hearing and at the expense of the Complainant, to copy all documents, records and regulations of the HRA that are directly relevant to the hearing. If the HRA does not make the document available for examination upon request by the Complainant, the HRA will not rely on such document at the grievance hearing;

2. The right to a private hearing unless the Complainant requests a public hearing;

3. The right to be represented by counsel or other person chosen as his/her representative, and to have such person make statements on the tenant's behalf;

4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the HRA or project management, and to confront and cross-examine all witnesses on whose testimony or information the HRA or project management relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.

C. If the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding they may render a decision without proceeding with the hearing.

D. If the Complainant or HRA fail to appear at the scheduled hearing, the Hearing Officer or Panel may make a determination to postpone the hearing for not to exceed five (5) working days, <u>or</u> make a determination that the party has waived his/her right to a hearing. Both parties will be notified of the determination provided that such a determination in no way waives the Complainant's right to appropriate judicial proceedings.

E. At the hearing, the Complainant must first make a showing of an entitlement of the relief sought and thereafter the HRA must sustain the burden of justifying the Authority actions or failure to act against which the complaint is directed.

F. The hearing shall be conducted by the Hearing Officer or Panel in such a way to be:

1. *<u>Informal</u>* - Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

2. *<u>Orderly</u>* - The Hearing Officer or Panel shall require that the HRA, Complainant, counsel and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. The Complainant or HRA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. The HRA will provide reasonable accommodations for person with disabilities to participate in the hearing.

1. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

2. If the tenant is visually impaired, any notice, which is required under this procedure, will be in an accessible format.

8. *Decision of the Hearing Officer or Panel*:

A. Within ten (10) working days following the hearing, the Hearing Officer or Panel shall give the Complainant and HRA a written decision including reasons therefore. The HRA will file one copy in the tenant file and maintain another copy with names and identifying references
deleted for a prospective Complainant, his/her representative or Hearing Officer or Panel.

B. The decision of the Hearing Officer or Panel shall be binding on the HRA which shall take all actions necessary to comply with the decision

unless the HRA Board of Commissioners determine, within a reasonable time, and or notifies the Complainant that:

1. The grievance does not concern HRA action or failure to act in accordance with or involving the Complainant's Lease on HRA regulations which adversely affect the Complainant's rights, duties, welfare or status.

2. The decision of the Hearing Officer or Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the HRA.

C. A decision by the Hearing Officer or Panel or Housing Commissioners in favor of the HRA or which denies the relief requested by the Complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights the Complainant may have to a new trial or judicial review in any proceedings, which may thereafter be brought in the matter.

9. *HRA Lease Termination Actions*:

A notice to vacate which is required by State or local law may be combined with or run concurrently with a notice of lease termination. The tenancy shall not terminate (even

if any notice to vacate under State or local law has expired) until the grievance process has been completed (so long as the hearing was requested in a timely manner).

PART 15

PET POLICY

1. This policy does not apply to animals that are used to assist persons with disabilities.

2. Residents must have the prior approval of the HRA before moving a pet into their unit. The HRA will allow only domesticated, small, caged rodents, caged birds and fish in public housing units. Any reptiles, other than aquarium turtles, are not permitted as pets.

3. Only one (1) pet per unit is allowed.

4. Pet registration with the HRA is required. Pet owners must identify at least one local emergency contact who will care for the pet in the event the owner is unable to do so.

5. If it is determined by the HRA that a pet owner is no longer capable of properly caring for a pet, the HRA may require the pet be removed from the owner's immediate possession.

6. Pet owners must observe all pertinent ordinances as related to pets.

7. The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

PART 16

COMMUNITY SERVICE REQUIREMENT

1. Public housing adult residents are required to contribute eight hours per month in community service or participate in a self-sufficiency program, or a combination of the two. Those exempted from the work requirement are:

   A. Anyone 62 and older.

   B. Anyone with disabilities and certifies that, based on the disability, he or she cannot comply with the requirement.

   C. Anyone who is a caretaker of a person with a disability who has certified that based on the disability, he or she cannot comply with the requirement.

   D. Anyone who is employed at least 24 hours per week.

   E. Anyone certified as exempt from work adtivities under a State of Minnesota Program as stated by the Social Security Act or other state welfare program.

   F. Anyone receiving benefits from the State of Minnesota MFIP (TANF) program and is in compliance with the program.

   G. Anyone attending school or vocational training or other economic self-sufficiency program for at least eight hours each month.

2. Thirty days prior to renewal of the lease, the housing HRA must make a determination if the resident has complied with the work requirement. Renewal of the lease may be denied if a resident has not complied with the community work requirement. Due process will be provided to residents when the HRA enforces this provision.

3. The HRA will coordinate with social service agencies, local schools and programs to help identify volunteer community service positions.

PART 17

RECEIPT OF A NOTICE FROM HUD CONCERNING INCOME

1. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the resident.

2. The HRA shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication.

3. After the reconciliation is complete, the HRA shall adjust the resident's rent beginning at the start of the next month. In addition, if the resident had not previously reported the proper income the HRA, at its sole discretion, shall do one of the following:

   A. Immediately collect the back rent due to the agency;
   B. Establish a repayment plan for the resident to pay the sum due to the agency:
   C. Terminate the lease and evict for failure to report income; or terminate the lease, evict for failure to report income, and collect the back rent due to the HRA.

PART 18

SECURITY DEPOSIT

Each tenant is required to pay a security deposit. Such payment must be made prior to occupancy. The security deposit will be held until the tenant moves out and will be returned with interest within 21 days of move-out provided:

1. There is no unpaid rent or other charges owed by the tenant;

2. The vacated unit and all equipment are left reasonably clean and all trash and debris have been removed by the tenant;

3. There is no breakage or damage which is not the result of normal wear;

4. All keys issued to the tenant are turned in to the management office when the tenant vacates the unit;

5. The tenant provides the HRA with a forwarding address, in writing.

6. The security deposit may not be used to pay charges during occupancy.

The amount of security deposit is the greater of $250, or the amount equal to one month's gross rent not to exceed $450.

PART 19

EXCESS UTILITY CHARGES

Tenants utilizing the following appliances and/or services are required to pay the following amounts (subject to change):

ITEM	**AMOUNT PAID IN ADDITION TO RENT BY TENANT**
Trash Service	In excess of $20.00 per 1 month cycle
Water	In excess of $70.00 per 2 month cycle

PART 20

SATELITE INSTALATION POLICY

1. These rules apply to the installation of direct broadcast satellite antennas of one meter or less in diameter, antennas of one meter or less in diameter or diagonal measurement designed to receive video programming service via multi-point distribution service or antennas designed to receive television broadcast signals (collectively called “satellite dishes”).

2. Tenants are allowed to install individual satellite dishes only to the extent and in locations allowed by local, state or federal law

3. TENANTS NEED TO BE AWARE THAT THEIR UNIT MAY NOT BE IN A PROPER LOCATION TO RECIVE BROADCAST SIGNALS. EVEN IF THEY INSTALL A SATELLITE DISH, PRIOR TO INSTALATION, TENANT SHOULD CHECK WITH A QUALIFIED AND REPUTABLE COMPANY TO DETERMINE IF THEY ARE ABLE TO RECEIVE ADEQUATE SIGNALS AT THEIR UNIT.

4. Tenants shall notify their landlord in writing prior to installation. Such notice shall include a description of the location for the satellite dish and the installation (attachment) method.

5. No tenants or installers shall drill holes in walls, doors, or window frames in order to install the satellite dish or run cable from the dish to television.

6. No installation shall be performed in the manner that causes permanent damage to the unit or building. The satellite dish must be removed at the end of tenancy and all damage, other than ordinary wear and tear, must be repaired or restored.

7. All installation must be performed in such manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of danger of permanent damage to the building, or power loss.

8. TENANTS ARE RESPONSIBLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY THEIR SATELLITE DISH.

9. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, tenant will obtain all such permits prior to installation.

10. Any work not done to the satisfaction of the HRA must be corrected within seven (7) days of the inspection or the HRA will complete or contract the work and bill the tenant.

11. A satellite dish installation agreement provided by the HRA must be signed by the tenant. There is a refundable $75.00 security deposit.

APPENDIX A
Eligibility Requirements

Income Limits*

Applicant's income is limited to less than:

Two-Person Family	$ 51,500
Three-person family	$ 58,000
Four-person family	$ 64,400
Five-person family	$ 69,600
Six-person family	$ 74,750

* The above income limits are effective for HUD's 2010 fiscal year and are subject to change.

APPENDIX B

MAINTENANCE STANDARD CHARGES

If follow-up on a complaint indicates that maintenance standards are not being met, a notice will be left at the house, and a 24-hour grace period will be granted. If the work is not completed after 24 hours, maintenance staff will perform the work and the resident will be charged in accordance with the fee schedule listed below. In the event maintenance staff is unable to complete the work and it is necessary to hire an outside contractor/vendor, the tenant will be charged as per the fee schedule listed below or the actual cost billed to the HRA, whichever is greater.

FEE SCHEDULE

- Lawn Mowing: $ 75.00
- Weeding: $50.00/hour
- Snow Removal: $ 75.00
- Ice Removal: $50.00/hour

SCHEDULE OF CHARGES FOR REPAIRS

- Replace damaged interior door: $50-125
- Replace damaged exterior door: $175-300
- Replace closet bi-fold doors: $75-100
- Replace storm/screen door: $150-225
- Replace “picture” window: Time & Material
- Replace small window: Time & Material
- Replace small window pane: Time & Material
- Replace screen: $25-60
- Repair torn screen: $25-60
- Remove Satellite Dish: $100

ALL OTHER ITEMS WILL BE CHARGED USING ACTUAL REPLACEMENT OR REPAIR COST PLUS LABOR COST FOR MAINTENANCE STAFF OR CONTRACTOR TO DO THE WORK.

LIFE EXPECTENANCY OF HOUSEHOLD APPLIANCES

- Stove 10 years
- Refrigerator 15 years
- Washer 7 Years
- Dryer 7 Years

APPENDIX C

BLOOMINGTON HOUSING AND REDEVELOPMENT AUTHORITY
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

I. PLAN STATEMENT

The Bloomington Housing and Redevelopment Authority (HRA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with the Department of Housing and Urban Development (HUD) the HRA will make reasonable efforts to provide or arrange free language assistance for its LEP clients. This includes applicants, recipients and/or persons eligible for HRA programs.

II. MEANINGFUL ACCESS; FOUR FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The HRA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the HRA.

2. The frequency with which the LEP persons using a particular language come into contact with the HRA.

3. The nature and importance of the HRA program, activity or service to a person's life.

4. The HRA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

III. LANGUAGE ASSISTANCE

1. A Limited English Proficient (LEP) person may be a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. An LEP person may be entitled to language assistance with respect to HRA programs and activities.

2. Language assistance includes interpretation and/or translation. Interpretation refers to an oral or spoken transfer of message from one

language into another language. Translation refers to the written transfer of a message from one language into another language. The HRA will determine when interpretation and/or translation are needed and are reasonable based upon family requests and staff observations.

3. HRA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the HRA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the HRA will make reasonable efforts to provide free language assistance. If reasonably possible the HRA will provide the language assistance in the LEP client's preferred language.

   The HRA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

   The HRA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

4. Translation of Documents

   Taking into consideration the expense of translating documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, and the apparent literacy rate in an LEP group along with other relevant factors the HRA will weigh the costs and benefits of translating documents for potential LEP groups.

   The HRA will monitor participant's ability to complete all necessary forms without a substantial amount of difficulty. If there has been significant errors and/or blank responses the HRA may determine that translated documents are necessary.

   If the HRA determines that translation is necessary and appropriate, the HRA will translate the public housing lease and selected mailings and documents of vital importance into that language.

   As opportunities arise, the HRA may work with other housing authorities to share the costs of translating common documents, which may include language groups that do not (yet) reach the threshold level in the HRA's client population. At present, the HRA is working with the Fair Housing

Implementation Council (FHIC) to translate several key Section 8 and Public Housing documents.

The HRA will consider technological aids such as internet-based translation services that may provide helpful, although perhaps not authoritative, translations of written materials.

5. Formal Interpreters

When necessary to provide meaningful access for LEP clients the HRA will provide qualified interpreters. At important stages that require one-on-one contact, written translation and verbal phone interpretation services will be provided consistent with the four-factor analysis used earlier.

The HRA may require a formal interpreter to certify the following:

- The interpreter understood the matter communicated and rendered a competent interpretation.

- The interpreter is covered by the Minnesota Government Data Practices Act and will not disclose non-public data without written authorization from the client.

Formal interpreters shall be used at the following: (these & any more)

- Formal hearing for denial of admission to public housing

- Informal settlement conferences and formal hearing for termination of public housing

- Hearings or conferences concerning denial or termination of Housing Choice Voucher (Section 8) participation.

An HRA staff interpreter may not be subordinate to the person making the decision.

6. Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HRA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the

communication. However, in many circumstances informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

An LEP person may use informal interpreters of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the HRA. If possible, the HRA will accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter after the HRA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.

If an LEP client wants to use their own informal interpreter the HRA reserves the right to also have formal interpreters present.

7. Outside Resources

Outside resources may include community volunteers, HRA residents or Housing Choice Voucher / Section 8 participants.

Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

The HRA may establish relationships with mutual assistance associations (MAA's) and other organizations that assist specific cultural and ethnic groups living in Bloomington. To help their clients obtain or keep housing assistance through the HRA these organizations may be able to provide qualified interpreters for LEP persons.

IV. MONITORING

The HRA will review and revise this LEP plan annually. The review will include:

- The number of HRA clients who are LEP according to the extent of the HRA's computer business systems and data entry by staff. Such reports may be supplemented by staff observations.

- The data collected from HRA Language Identification Cards indicating the languages used by LEP clients.

- Reports from the computer business systems and other sources listing the languages used by LEP clients.

- Analysis of staff requests for contract interpreters:
  - Number of requests
  - Languages requested
  - Costs

- The Resident Advisory Board (RAB) will be asked to review the LEP plan annually as part of updating the Agency Plan.

V. LEP PLAN DISTRIBUTION AND TRAINING

The LEP plan will be:

- Distributed to all HRA staff.

- Available in the HRA office located in the Bloomington Civic Plaza at 1800 West Old Shakopee Road.

- Posted on the HRA's website: **www.ci.bloomington.mn.us/cityhall/commiss/hra/hra.htm**

- Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

APPENDIX D

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth AHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by AHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by BHRA;

C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

D. Creating and maintaining collaborative arrangements between BHRA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by BHRA; and

E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by BHRA.

III. Other AHA Policies and Procedures

This Policy shall be referenced in and attached to BHRA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of BHRA's Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan for the BHRA's Section

8 Housing Choice Voucher Program. BHRA's annual public housing agency plan shall also contain information concerning BHRA's activities, services or programs relating to domestic violence, dating violence, and stalking.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance*. BHRA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. *Mitigation of Disqualifying Information*. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, BHRA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, BHRA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. BHRA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by BHRA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by BHRA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

    (a) Nothing contained in this paragraph shall limit any otherwise available authority of BHRA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking

any such action, neither BHRA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of BHRA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or BHRA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, BHRA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by BHRA. Leases used for all public housing operated by BHRA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by BHRA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* The law allows, but does not require, BHRA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., BHRA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by BHRA. Any such incident(s) must have occurred within six months. Section 8 owners or managers receiving rental assistance administered by BHRA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to BHRA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing

and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to BHRA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to BHRA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by BHRA, or a Section 8 owner or manager to provide verification, must provide such verification within 10 business days (*i.e.,* 10 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays). Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement*. The Administrator of BHRA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Administrator, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to BHRA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be

retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by AHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, BHRA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* AHA will act upon such an application promptly.

C. *No right to transfer.* AHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of BHRA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. *Family rent obligations*. If a family occupying BHRA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by BHRA. In cases where BHRA determines that the family's decision to move was reasonable under the circumstances, BHRA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied
portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. *Court orders*. It is BHRA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by BHRA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
B. *Family break-up*. Other BHRA policies regarding family break-up are contained in BHRA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of BHRA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If BHRA staff become aware that an individual assisted by AHA is a victim of domestic violence, dating violence or stalking, BHRA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring BHRA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. BHRA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which BHRA has referral or other cooperative relationships.

XII. Notification

BHRA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by BHRA as approved by the BHRA Board of Commissioners.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/20011

Part I: Summary

PHA Name/Number Bloomington HRA			Locality (City/County & State) Bloomington, MN		☐**Original 5-Year Plan** ☐**Revision No:**	
A.	Development Number and Name	Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Work Statement for Year 4 FFY 2014	Work Statement for Year 5 FFY 2015
B.	Physical Improvements Subtotal	Annual Statement	47,250	51500	41,000	45,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total					

Part I: Summary (Continuation)

PHA Name/Number	Locality (City/county & State)	☐**Original 5-Year Plan** ☐**Revision No:**

	Development Number and Name	Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY _____	Work Statement for Year 3 FFY _____	Work Statement for Year 4 FFY _____	Work Statement for Year 5 FFY _____
		Annual Statement				

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY 2012			Work Statement for Year: 3 FFY 2013		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	MN 152000001			MN 152000001		
Annual	Insulation		2500	Bath Remodel		12500
Statement	Driveway		5000	Doors		4000
	Windows		5000	Roofing		6000
	Roofing		7000	Masonry		7500
	Landscaping		7000	Furnace		4000
	Tree trimming		4500	Electrical		4000
	Furnace		4000	Plumbing		3500
	Wood Floor Refinishing		3750	Lead Testing		10000
	Plumbing		2000			
	Carpeting		2500			
	Doors		2000			
	Countertop		2000			
	Subtotal of Estimated Cost		$ 47250	Subtotal of Estimated Cost		$ 51500

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for Year 4 FFY 2014			Work Statement for Year: 5 FFY 2015		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	MN 152000001			MN 152000001		
Annual	Kitchen Remodel		13500	Kitchen Remodel		15000
Statement	Landscaping		5000	Bath Remodel		11000
	Tree Trimming		3000	Window unit replacement		8000
	Masonry sidewalk		6000	Carpet		3000
	Plumbing		2500	Driveway (cement)		6000
	Wood Floor Refinishing		3500	Plumbing		2000
	Water Heaters		2500			
	Electrical Service updates		5000			
	Subtotal of Estimated Cost		$ 41000	Subtotal of Estimated Cost		$ 45000

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY _____		Work Statement for Year: _____ FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	Subtotal of Estimated Cost	$	Subtotal of Estimated Cost	$

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY _____		Work Statement for Year: _____ FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	Subtotal of Estimated Cost	$	Subtotal of Estimated Cost	$

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

Type of Grant
☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost** [1]	
		Original	**Revised**[2]	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	8000	8000		
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	8692	8692		
10	1460 Dwelling Structures	32275	32275		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part I: Summary

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	48967	48967	40275	40275
20	Amount of Annual Grant:: (sum of lines 2 - 19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
MN152-000001	Operations	1406		8000	8000			
	Driveway	1450	2 units	3000	3000			
	Landscaping	1450	3 units	7500	5692			
	Siding (replacement)	1460	1 unit	5500	6300			
	Windows (sash replacements & wrap)	1460	5units	5000	4050			
	Roofing (replacement)	1460	1 unit	7000	6750			
	Doors (overhead door)	1460	1 unit	2000	850			
	Bath Remodel	1460	1 unit	2000	14325			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Bloomington HRA					**Federal FFY of Grant: 2009**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
MN 152000001	7/17/11		7/17/13		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250110 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval:**

Type of Grant
☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:1)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost** [1]	
		Original	**Revised**[2]	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	2508			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	18500			
10	1460 Dwelling Structures	27500			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250110 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval:**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	48508			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
MN152-000001	Operations							
	Tree Trimming	1450	5 units	3000				
	Masonry Steps/Sidewalk	1450	2 units	5000				
	Driveway	1450	1 unit	3000				
	Landscaping	1450	3 units	7500				
	Siding	1460	1 unit	5500				
	Windows	1460	1 unit	5000				
	Roofing	1460	1 unit	7000				
	Doors	1460	2 units	2000				
	Carpet	1460	1 unit	2000				
	Countertops	1460	2 units	2000				
	Furnace	1460	2 units	4000				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Bloomington HRA

Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
MN 152000001	7/17/12		7/17/14		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250111 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2011** **FFY of Grant Approval:**

Type of Grant
☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost** [1]	
		Original	**Revised**[2]	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	8000			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	14000			
10	1460 Dwelling Structures	26000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
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Part I: Summary

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250111 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2011** **FFY of Grant Approval:**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	48000			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Bloomington HRA	**Grant Type and Number** Capital Fund Program Grant No: MN46P15250111 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
MN152-000001	Operations			8000				
	Tree Trimming	1450	5 units	3500				
	Landscaping	1450	2 units	5000				
	Driveway	1450	1 unit	3500				
	Sewer Line Replacement	1450	1 units	2000				
	Plumbing Fixtures	1460	2 unit	2000				
	Bathroom Remodeling	1460	1 unit	12000				
	Electrical Fixtures	1460	2 unit	1300				
	Door replacement	1460	2 units	2200				
	Window replacement	1460	1 unit	6000				
	Vinyl Flooring	1460	2 units	2500				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Bloomington HRA					**Federal FFY of Grant: 2011**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
MN 152000001	7/17/13		7/17/15		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
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